WAYS AND MEANS COMMITTEE AGENDA TUESDAY, OCTOBER 5, 2010

4:00 P.M.

COMMISSION CHAMBERS, FOURTH FLOOR, BAY COUNTY BUILDING

| • | CIVIIVI | 199101 | N CHA | WIBERS, FOURTH FLOOR, BAY COUNTY BUILDING | | | | | | | | |
|----------|---------|--------|-----------------------------|--|--|--|--|--|--|--|--|--|
| PAGE NO. | t | CALL | TO O | RDER | | | | | | | | |
| | П | ROLL | _ CALL | | | | | | | | | |
| 1-4 | Ш | MINU | JTES (9 | 9/7/10) | | | | | | | | |
| | IV | PUBL | PUBLIC INPUT | | | | | | | | | |
| | V | PETI | ETITIONS AND COMMUNICATIONS | | | | | | | | | |
| 2-15 | | A. | | future, Inc Contract Renewal (Seeking renewal of 3 year agreement osed resolution attached) | | | | | | | | |
| 16-20 | | B. | | County Treasurer - Annual Review of Delinquent Tax Revolving Fund | | | | | | | | |
| | | C. | | County Executive - Proposed 2011 Bay County Budget (Presentation /12/10 Board meeting) | | | | | | | | |
| 21-46 | | D. | | oration Counsel - Amendments to Bay County Employees' Retirement mem (Seeking approval of amendments - proposed resolution hed) | | | | | | | | |
| 47-48 | | E. | Grant | Extension Educator - Status on Strong Families, Safe Children DHS (Seeking approval of required budget adjustments resulting from of grant funding - proposed resolution attached) | | | | | | | | |
| | | F. | Anima | al Control Manager | | | | | | | | |
| 49-50 | | | 1. | Allocation of Breeched Contract Funds (Seeking authorization to utilize \$10,000 of Breeched Contract Funds for spaying and neutering education - proposed resolution attached) | | | | | | | | |
| 51-52 | | | 2. | Michigan Department of Agriculture Grant Application (Seeking authorization to make application for \$10,000 grant funding - proposed resolution attached) | | | | | | | | |
| | | G. | Healt | h Director | | | | | | | | |
| 53-54 | | | 1. | Bay Health Plan Agreement Renewal (Seeking approval of renewal of 3 year contract - proposed resolution attached) | | | | | | | | |
| 55-56 | | | 2. | HIPAA Security Services Agreement w/VIOPOINT, Inc. (Seeking approval of agreement - proposed resolution attached) | | | | | | | | |
| 57-58 | | | 3. | FY2010-2011 Comprehensive Planning, Budgeting and Contracting Agreement (CPBC) (Seeking approval of agreement - proposed resolution attached) | | | | | | | | |

| 59-60 | | (| osquito Control Manager - Extension of Aerial Treatment Contract Seeking approval of extension of contract w/Earl's Spray Service - roposed resolution attached) | | | | | | |
|-------|------|--------|--|----------|--|--|--|--|--|
| 61-63 | | F f | ousing Rehabilitation Coordinator - Housing Rehabilitation Additional Grant unding Sources (MSHDA) (Seeking authorization to administer PIP-Plus unds in partnership w/Roscommon County - proposed resolution ttached) | | | | | | |
| 64-65 | | (| irector of Division on Aging - Bay Area Community Foundation Grant Seeking authorization to make application for (\$10,500 grant funding - roposed resolution attached) | | | | | | |
| 66-72 | | | Drain Commissioner - 2010 Assessment Rolls (Seeking approval of 2010 Assessment Rolls - proposed resolution attached) | | | | | | |
| 73 | | | brary Millage Committee - Board Endorsement of Upcoming Library Millage Proposed resolution attached) | ; | | | | | |
| | | M. F | nance | | | | | | |
| 74-83 | | 1 | Budget Adjustments (Approval required) | | | | | | |
| 84 | | 2 | Analysis of General Fund Unreserved/Undesignated Fund Balance 2010) (Receive) | | | | | | |
| 85 | | 3 | Executive Directive #2001-11 (Receive) | | | | | | |
| | VI | REFER | RALS | | | | | | |
| | VII | UNFINI | SHED BUSINESS | | | | | | |
| | VIII | NEW B | JSINESS | | | | | | |
| | IX | CLOSE | O SESSION (when requested) | | | | | | |
| | X | MISCEL | LANEOUS | | | | | | |
| | XI | ANNOU | NCEMENTS | | | | | | |
| | XII | ADJOU | RNMENT | | | | | | |
| | | | | | | | | | |

PLEASE NOTE:

THE COMMITTEE CHAIR HAS REQUESTED THAT ANY ELECTED OFFICIAL, DEPARTMENT/ DIVISION HEAD PLACING AN ITEM ON THE WAYS AND MEANS COMMITTEE AGENDA BE PRESENT OR HAVE A REPRESENTATIVE PRESENT TO SPEAK TO THEIR REQUEST AND/OR ANSWER ANY QUESTIONS POSED BY COMMITTEE MEMBERS.

WAYS AND MEANS COMMITTEE MINUTES

MEETING OF THE BAY COUNTY WAYS AND MEANS COMMITTEE HELD ON TUESDAY, SEPTEMBER 7, 2010, FOURTH FLOOR, BAY COUNTY BUILDING, 515 CENTER AVENUE, BAY CITY, MI 48708.

Call to order @ 4:03 p.m. by Chair Tilley.

| Roll call: | | | | | | МС | TION N | O | | | | | |
|--------------------------------|---|------------|-----|-----|-----|-----|--------|-----|-----|-----|----------|----------|-----|
| COMMISSIONERS PRESENT: | - | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| DONALD J. TILLEY, CHAIR | P | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| EUGENE F. GWIZDALA, VICE CHAIR | | E | x | С | υ | s | E | D | | | | | |
| MICHAEL J. DURANCZYK | P | S/Y | Y | Y | S/Y | M/Y | M/Y | Y | Y | M/Y | S/Y | Y | Y |
| PATRICK H. BESON | | E | x | С | U | s | E | D | | | | | |
| VAUGIIN J. BEGICK | P | Y | Y | Y | Y | Y | Y | Y | S/Y | Y | Y | Y | Y |
| COLLEEN M. MAILLETTE | P | Y | Y | S/Y | Y | Y | Y | Y | Y | S/Y | Y | Y | Y |
| ERNIE KRYGIER | P | M/Y | Y | M/Y | Y | Y | S/Y | M/Y | M/Y | Y | Y | S/Y | Y |
| KIM COONAN | P | Y | S/Y | Y | М/Ұ | S/Y | Y | Y | Y | Y | M/Y | M/Y | M/ |
| BRIAN K. ELDER, EX OFFICIO | P | Y | M/Y | Y | Y | Y | Y | S/Y | Y | Y | Y | Y | S/Y |
| | | MOTION NO. | | | | | | | | | | | |
| COMMISSIONERS PRESENT: | | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| DONALD J. TILLEY, CHAIR | | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| EUGENE F. GWIZDALA, VICE CHAIR | | E | E | E | E | E | E | E | E | E | E | E | Е |
| MICHAEL J. DURANCZYK | | Y | Y | Y | Y | S/Y | Y | Y | Y | Y | Y | Y | M/ |
| PATRICK II, BESON | | E | E | E | E | E | E | E | E | E | E | E | E |
| VAUGIIN J. BEGICK | | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y |
| COLLEEN M. MAILLETTE | | S/Y | Y | Y | Y | Y | Y | S/Y | Y | Y | Y | Y | S/Y |
| ERNIE KRYGIER | | Y | S/Y | S/Y | S/Y | Y | M/Y | Y | S/Y | S/Y | M/Y | S/Y | Y |
| KIM COONAN | | M/Y | M/Y | M/Y | M/Y | M/Y | Y | M/Y | Y | Y | S/Y | Y | Y |
| BRIAN K. ELDER, EX OFFICIO | | Y | Y | Y | V | У | S/Y | Y | M/Y | M/Y | Υ | M/Y | Y |
| COMMISSIONERS PRESENT: | | 25 | 26 | 27 | 28 | 29 | 30 30 | 31 | 32 | 33 | 34 | 35 | 36 |
| DONALD J. TILLEY, CHAIR | | | | | | | | | | - | | | |
| EUGENE F, GWIZDALA, VICE CHAIR | | | | | | | | | | | | | 1 |
| MICHAEL J. DURANCZYK | | | | | | | | | | 1 | | | |
| PATRICK II. BESON | | | | 1 | | | | | | | | | T |
| VAUGIIN J, BEGICK | | | | | | | | | | | | | T |
| COLLEEN M. MAILLETTE | | | | | | | | | | | | | T |
| ERNIE KRYGIER | | | | 1 | 1 | | | | | | <u> </u> | | 1 |
| KIM COONAN | | 1 | | | | | 1 | | | | | <u> </u> | 1 |
| | | + | + | + | + | + | + | + | + | + | + | + | +- |

OTHERS PRESENT:

BRIAN K. ELDER, EX OFFICIO

T.HICKNER, M.GRAY, M.FITZHUGH, C.HEBERT, T.QUINN, J.MILLER, R.BRZEZINSKI, C.LUCZAK, M.STONER, B.GOIK, R.SUPER, C.IZWORSKI, L.NORMAN, M.TRASK, S.BEEMAN, S.MURPHY, R.REDMOND, BAY 3 TV, D.BERGER

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WAYS AND MEANS COMMITTEE TUESDAY, SEPTEMBER 7, 2010 PAGE 2

MOTION NO.

1 MOVED, SUPPORTED AND CARRIED TO APPROVE THE MINUTES OF THE JULY 6, 2010 WAYS AND MEANS COMMITTEE MEETING AS PRINTED.

Public input was called with no one expressing a desire to address the Committee.

Michael Stoner, Director of Bay Metropolitan Transportation Authority, was present to announce the start of the green line transportation service to University Center and SVSU. He provided the background on how the partnership with Delta College and Saginaw Valley State University developed and how with the cooperation of the Meijer Corporation steps were taken to link our communities with the thought of future expansion. Grand Rapids started a similar partnership approx. 10 years ago and this has been very successful. Buses will run every half hour during the day and every hour in the evening with pick up at Meijer's on Wilder Road. Based on how well this works, consideration will be given to Meijer's in Hampton Township as a pick-up point as well. Currently Bay Metro has bus services to the colleges but not every half hour. The regular route will continue. Mr. Stoner spoke to the wonderful cooperation from everyone involved and the participation by Mike Murray, CEO of Meijer's. Brief discussion followed.

A request from Kim Mead, Court Administrator, for the Board's approval of Iyetek as the vendor of choice for the County's e-ticketing was considered and it was

- 2 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE REQUEST.
- MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE MMRMA GRANT FOR THE PURCHASE OF A RESTRAINT CHAIR FOR THE SHERIFF DEPARTMENT WITH MATCHING FUNDS (\$762.50) TO COME FROM FUND BALANCE.
- 4 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PA 416 GRANT (SHERIFF DEPARTMENT).

It was noted that the grant funding is down from 2009 and Sheriff John Miller advised that this is due to the reduction officers (2,000) and the resulting decrease in the number of tickets being written and the resulting reduction in revenue.

The County Clerk spoke to her request for Implementation of the Identiphoto System in her office for concealed weapons permits. It was

- 5 MOVED, SUPPORTED AND CARRIED TO REFER THE REQUEST TO THE FULL BOARD AND TO THE INFORMATION SYSTEMS DEPARTMENT FOR INPUT/RECOMMENDATION AS PER BOARD POLICY.
- 6 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE

WAYS AND MEANS COMMITTEE TUESDAY, SEPTEMBER 7, 2010 PAGE 3

MOTION NO.

AMENDMENT TO THE RZEDB PROJECT FOR PINCONNING TOWNSHIP TO INCLUDE AN I-75 COMPONENT TO THE ALREADY APPROVED M-13 COMPONENT OF THE PROJECT AND ACCEPTANCE OF THE \$134,000 REMAINING FROM THE PROJECT THAT CAME IN UNDER BUDGET.

Michael Duranczyk, 1^{st} District Commissioner, advised that because bids on the first component of the project came in so low, it was feasible to add the I-75 component which was project-ready. The combined components will still result in the return of \$134,000 of the RZEDB allocation.

7 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE ALLOCATION OF \$3,145,161 OF THE \$9,917,000 IN RZFB FUNDING TO RENOSOL CORPORATION.

Brian Elder, Board Chair, spoke to the Renosol Corporation project utilizing this funding and how it will help to bring back jobs from Mexico to Bay City. Bay Future, Inc. has played a significant role in assisting Renosol Corporation in this effort.

- 8 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE FY 2010 INTEROPERABLE EMERGENCY COMMUNICATIONS GRANT (ECGP) AGREEMENT FIDUCIARY AGENT (ADMINISTRATIVE SERVICES HOMELAND SECURITY).
- 9 MOVED, SUPPORTED AND CARRIED TO RECEIVE THE UPDATE ON THE GENERATOR FOR THE BAY COUNTY JAIL.
- MOVED, SUPPORTED AND CARRIE TO RECEIVE THE UPDATE ON THE COUNTY BUILDING TOWER CONSTRUCTION WHICH WILL BEGIN 9/9/10.
- 11 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE I-SERIES REPLACEMENT PROPOSAL (ISD).
- 12 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE DISASTER RECOVERY SERVICES AGREEMENT W/NET SOURCE ONE (ISD).
- 13 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE FIBER CONNECTION TO BAISD AND SVSU (ISD).
- 14 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE COMMUNITY CENTER WEIGHT ROOM EQUIPMENT (ADMINISTRATIVE SERVICES).
- 15 MOVED, SUPPORTED AND CARRIED TO REFER THE GOLF CART LEASE-TO-BUY PROPOSAL BACK TO ADMINISTRATION FOR FURTHER STUDY.

WAYS AND MEANS COMMITTEE TUESDAY, SEPTEMBER 7, 2010 PAGE 4

MOTION NO.

- 16 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM FOR FY 2010 (ADMINISTRATIVE SERVICES HOMELAND SECURITY).
- 17 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE 457(b) MODIFICATION (PERSONNEL DEPT.).
- 18 MOVED, SUPPORTED AND CARRIED TO CONCUR WITH THE BAY COUNTY SHERIFF ON APPROVAL OF TUITION REIMBURSEMENT FOR LT. KEVIN NICKEL (PERSONNEL DEPT.).

The issue of the L-4029/Clerk's certificates was withdrawn and will be submitted/considered in October.

19 MOVED, SUPPORTED AND CARRIED TO RE COMMEND BOARD APPROVAL OF THE SUBMITTED BUDGET ADJUSTMENTS (FINANCE DEPT.).

Brief discussion followed on the upcoming 2011 budget and revenue projections.

- 20 MOVED, SUPPORTED AND CARRIED TO RECEIVE EXECUTIVE DIRECTIVE # 2007-11.
- 21 MOVED, SUPPORTED AND CARRIED TO RECEIVE ANALYSIS OF GENERAL FUND UNRESERVED/UNDESIGNATED FUND BALANCE.
- 22 MOVED, SUPPORTED AND CARRIED TO GO INTO CLOSED SESSION PURSUANT TO MCLA 15.268, SEC. 8 (E): TO CONSULT WITH ITS ATTORNEY REGARDING TRIAL OR SETTLEMENT STRATEGY IN CONNECTION WITH SPECIFIC PENDING LITIGATION, BUT ONLY WHEN AN OPEN MEETING WOULD HAVE A DETRIMENTAL FINANCIAL EFFECT ON THE LITIGATING OR SETTLEMENT POSITION OF THE PUBLIC BODY. (ROLL CALL VOTE)
- 23 MOVED, SUPPORTED AND CARRIED TO GO BACK TO REGULAR ORDER OF BUSINESS.
- 24 MOVED, SUPPORTED AND CARRIED TO ADJOURN (4:59 P.M.).

Submitted By:

Deanne Berger

Deanne Berger

Board Coordinator

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721 Washington Ave. Sure 309 Bay Clty MI 48708 989 892 1400 fax 989.892 1402 www bayfuture.com

Don Tilley
Chairman, Ways and Means Committee
Bay County Board of Commissioners
515 Center Avenue
Bay City, MI 48708

Dear Chairman Tilley,

Enclosed please find a proposed Agreement for Services between Bay Future, Inc. and Bay County. This agreement is substantially unchanged from the two previous agreements adopted in 2004 and 2007. We are very excited about continuing our productive partnership with Bay County, the Board of Commissioners and the various Bay County Departments and Agencies.

Please include this request on the agenda of the Ways and Means Committee meeting on October 5, 2010. I look forward to speaking to the Committee and to the Board about this exciting opportunity.

Sincerely,

Frederick Hollister, CEcD

President

Bay Future, Inc.

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this _____ day of ______, 2010, by and between the County of Bay, of Michigan (hereinafter called "Member"), presently of 515 Center Avenue, Bay City, MI, 48708 and the Bay Future, Inc., a Michigan non-profit corporation (hereinafter called "BF, Inc.") presently of 721 Washington Avenue, Bay City, Michigan, 48708.

WHEREAS, the Member desires to contract with BF, Inc. for provision of certain services involving economic development activities within Bay County and BF, Inc. is willing to so contract; and

WHEREAS, BF, Inc. possesses certain unique qualifications to deliver the necessary services as agreed upon; and

WHEREAS, the Member desires that BF, Inc. provide the services set forth in the attached Exhibit A entitled, "Scope of Services" for a stated amount per year over a three year period; and

WHEREAS, certain services contracted by the Member pursuant to this Agreement are a proper concern of the Member and services that the Member could otherwise perform pursuant to law.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 Program to be Operated by BF, Inc.

BF, Inc shall provide the services set forth in the attached Scope of Services, labeled Exhibit "A", which is attached hereto and incorporated herein by reference into this Agreement and made part hereof.

ARTICLE 2 Anti-Raiding Policy

BF, Inc. and its Members shall conduct their activities in accordance with the attached Anti-Raiding Policy, labeled Exhibit "B", which is attached hereto and incorporated herein by reference into this Agreement and made part hereof.

ARTICLE 3 Duties of BF, Inc.

BF, Inc., in accordance with the general purposes and objectives of this Agreement, as herein specified and subject to available Member funds shall:

A. Conduct activities aimed at stimulating economic growth in all of Bay County. BF, Inc.'s activities shall include efforts aimed at attracting new businesses, retaining existing businesses and assisting existing businesses with expansion.

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- B. BF, Inc.'s activities shall involve both its own services and the coordination of the activities of governmental units and private businesses so as to provide a unified package of assistance and marketing efforts.
- C. The details of BF, Inc.'s activities and the setting of priorities shall be determined by BF, Inc.'s Board of Directors and/or Executive Committee in accordance with the goals adopted by BF, Inc., so long as this Agreement and the funding covered below remain in effect.

ARTICLE 4 Duration and Termination of Agreement

The term of this Agreement shall be three (3) years, effective the date of execution of this Agreement. BF, Inc., shall commence performance of the services and obligations under this Agreement on that date, time being of the essence. In the event a new Agreement has not been executed upon the expiration of this Agreement, BF, Inc., agrees to continue services on a month-to-month basis as indicated in the Scope of Services and duties of BF, Inc., in Article 3 above.

If BF, Inc., fails to fulfill in a timely and proper manner its material obligations under this Agreement, or shall violate any of the covenants, agreements and stipulations herein without adequate provision for remedial action, the Member may give BF, Inc., written notice of such breach, and in the event that BF, Inc., has not remedied such breach within thirty (30) days of receipt of written notice to BF, Inc., the Member, within its sole discretion, shall have the right to terminate this Agreement. Such termination shall take immediate effect upon receipt of written notice by BF, Inc.; provided, that Member and BF, Inc., may immediately thereafter negotiate in good faith to provide adequate correction of such breach and a written reinstatement of this Agreement. In the event of termination of the Agreement, as provided herein, BF, Inc., shall return to the Member all monies paid hereunder, less the funds required to discharge all authorized debts or other obligations or services incurred under this Agreement or any continued provision of service as otherwise provided herein. In the event of a breach of this Agreement and its termination by the Member, the Member, in addition to the recovery of funds as provided hereunder, reserves the right to seek any other remedies available at law and/or in equity.

If Member fails to compensate BF, Inc., in accordance with this Agreement, or otherwise fails to fulfill in a timely and proper manner its material obligations under this Agreement, or violates any of the covenants, agreements and stipulations herein without adequate provision for remedial action, BF, Inc., may give Member written notice of such breach, and in the event that Member has not remedied such breach within forty-five (45) days of receipt of written notice to Member, BF, Inc., within its sole discretion, shall have the right to terminate this Agreement. Such termination shall take immediate effect fourteen (14) days after receipt of written notice by Member; provided, that Member and BF, Inc., may immediately thereafter negotiate in good faith to provide adequate correction of such breach and a written reinstatement of this Agreement.

Upon giving or receiving a notice of termination, both parties will make all reasonable efforts to end expenditures under this Agreement except as otherwise specified in the Agreement. Upon termination of this Agreement, BF, Inc., upon appropriate billing and documentation, will be reimbursed by the Member for all expenditures and noncancellable commitments incurred by BF, Inc., and not otherwise covered by advance monies provided by the Member pursuant to this Agreement. Any unexpended or unencumbered funds will be returned to the Member by BF, Inc.

ARTICLE 5 Compensation

The total compensation under this Agreement shall not exceed the annual sum of \$50,000 contingent upon appropriation by the Member's duly authorized governing body in its annual budget process. After the Agreement becomes effective, BF, Inc. shall receive said compensation in equal annual installments, or as otherwise directed by the Member's Chief Financial Officer.

In addition, unless a Member waives in writing its right to reimbursement, BF, Inc. shall reimburse Member at cost for all services BF, Inc. requests in writing from Member. Said reimbursement shall be made within thirty (30) days after invoicing. BF, Inc.'s obligation to reimburse the Member for all such funds shall survive notwithstanding if BF, Inc. expends Member's funds in a manner contrary to law, or if such expenditures are disallowed in any future audit of BF, Inc., or are deemed ineligible for reimbursement by grantors or other members.

ARTICLE 6 Fees, Charges or Contributions

BF, Inc., may charge appropriate fees and accept contributions as its Board of Directors determines is reasonable and beneficial to BF, Inc.

ARTICLE 7 Accounting Procedures

BF, Inc.'s accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

ARTICLE 8 Title and/or Ownership of Equipment Purchased with Agreement Funds

Any and all equipment purchased solely by funds authorized by this Agreement, the cost of any single item of which exceeds FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), shall be and remain the property of the Member for so long as the fair market value exceeds \$5,000.00 or greater.

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ARTICLE 9 Budget, Expenditures and Receipt Records

BF, Inc , shall prepare and submit to the Member an annual budget and quarterly financial statements. All records and documentation of expenditures pursuant to this Agreement shall be made available for inspection by the Member's authorized representative.

Within twenty (20) days after the end of each full calendar quarter of the term of this Agreement, BF, Inc., shall provide written reports to the Member. Such written reports shall cover both operational activities and financial activities and status. BF, Inc., shall have an annual certified audit which shall be completed within four (4) months after the end of each fiscal year of operation of BF, Inc., and a copy shall be supplied to the Member. The Member may request further reports as directed by its governing body.

ARTICLE 10 Record Forms

In the event the Member desires use by BF, Inc., of Member's forms for any of the reports required under this Agreement, such forms shall not be required except in consultation with BF, Inc.

ARTICLE 11 Access to Books, Documents, Paper and Records

All financial books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of BF, Inc. pursuant to this Agreement shall be open to inspection during regular working hours by any Member or designee. Refusal to allow the Member or its representatives access to said records shall constitute a material breach of this Agreement. In addition, the Member or designee shall be entitled AT MEMBER'S OWN EXPENSE to prepare quarterly and/or annual audits of all books and records pertaining to the program.

ARTICLE 12 Maintenance of Records

BF, Inc., shall keep and maintain records covering the services rendered and budget expenditures made pursuant to this Agreement for six (6) years after termination of this Agreement or until a final audit has been performed by the Member or its designee, whichever occurs first.

ARTICLE 13 Compliance With the Law and Equal Employment Opportunity

BF, Inc, shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations, including, but not limited to:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453;
- B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220;
- C. Section 504 of the Federal Rehabilitation Act of 1974, P.L. 93-112, 87 Stat. 394, and regulations promulgated thereunder; and
- D. The Americans with Disabilities Act of 1990, 42 USC 12101 et seq.

BF, Inc, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, handicap, height, weight, or marital status.

<u>ARTICLE 14</u> <u>Independent Contractor</u>

BF, Inc., is an independent contractor. The employees, servants and agents of BF, Inc., shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the Member. BF, Inc.'s employees, servants and agents shall not be entitled to any fringe benefits of the Member such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. BF, Inc. shall be responsible for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and local authorities. BF, Inc., shall carry workers' compensation coverage for its employees, as required by law and shall provide the Member with proof of said coverage, if requested.

ARTICLE 15 Indemnification and Hold Harmless

BF, Inc., shall, at its own expense, protect, defend, indemnify and hold harmless the Member, including all elected and appointed officials, directors, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers, from any and all liability resulting from any acts, omissions or negligence of BF, Inc., its employees, and agents that may arise out of this Agreement. BF, Inc.'s responsibilities to the Member as set forth in this section shall remain without regard to insurance coverage obtained by BF, Inc., pursuant to the requirements of this Agreement.

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ARTICLE 16Waivers

No failure or delay on the part of the Member in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.

ARTICLE 17 Modifications and Amendments to the Agreement

Any modifications or amendments to this Agreement may be made only by the written mutual consent of the parties, provided however, that both BF, Inc., and Member understand that changes may become desirable or needed during the course of this Agreement, and each agrees to negotiate in good faith.

ARTICLE 18 Assignment or Subcontracting

BF, Inc., shall not assign this Agreement or otherwise transfer its duties and/or obligations under this Agreement. Subcontracting shall only be permitted with the written consent of the Member.

ARTICLE 19 Disregarding Titles

The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

ARTICLE 20 Completeness of the Agreement

This Agreement, and any additional or supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

ARTICLE 21 Invalid Provision

If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

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(1,0132112 DOC)

ARTICLE 22 Non-Beneficiary Contract

This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties.

ARTICLE 23 Certification

The person/s signing on behalf of BF, Inc., certify by said signature/s that they are truly authorized to sign this Agreement on behalf of BF, Inc.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

| BAY FUTURE, INC. | COUNTY OF BAY, MICHIGAN |
|--|-------------------------|
| By: | By: |
| Frederick W. Hollister President Bay Future, Inc. | Its: |
| Dated:,2010 | Dated:, 2010 |
| Approved as to Legal Form Only | |
| By: Martha P. Fitzhugh Bay County Corporation Consel | |
| | |

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EXHIBIT A SCOPE OF SERVICES

BAY FUTURE, INC. (BF, Inc.) WILL:

- 1. Promote and strengthen the jobs and investments of employers who are currently here, thus, reducing the potential for relocation while stimulating and supporting new expansion and job growth.
- 2. Aggressively attract and encourage national and international business to relocate and invest in our area ensuring a diversity of components in the economic base of Bay County.

BF, INC., WILL PROMOTE AND STRENGTHEN EXISTING BASE JOB EMPLOYERS BY:

- 1. Calling on the fastest growing smaller businesses and providing the support necessary for continued growth.
- 2. Providing technical assistance, incentives or referrals in areas such as financing, infrastructure grants, incentive packaging, business planning, labor training, demographics, site location and other areas of need.
- 3. Serving as an ombudsman to identify and address areas of concern that may impact the company's ability to expand.
- 4. Providing economic and market research to identify opportunities for business expansion through government contract and subcontracting opportunities and exporting.
- 5. Making critical watch calls on the largest businesses and private employers that have corporate headquarters outside of Bay County in an attempt to impact decision makers.

-/3-

EXHIBIT B ANTI-RAIDING POLICY

Introduction

The development and maintenance of healthy local economies can be enhanced by active cooperation between Bay County communities, the county government, and regional and state economic development organizations. This policy recognizes the desire of local communities to retain their business base and the regional nature of business expansion decisions. It states a series of professional guidelines for dealing with Bay County businesses that are considering expansion or relocation.

Guidelines

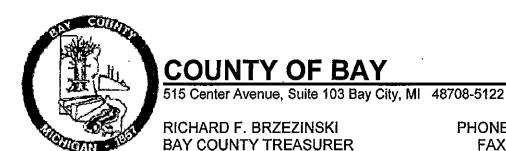
- 1. County, regional (including utility companies and chamber of commerces) or state economic development officials or local community officials will not specifically solicit businesses within Bay County to move their operations from one Bay County community to another by making direct attraction calls on or direct mail to businesses (vs. magazine, newspaper, etc. ...).
- 2. County, regional (including utility companies and chamber of commerces) or state economic development officials, when contacted by a Bay County business regarding the possibility of expansion or relocation of their operation, will do the following:
 - A. Place a priority on locating a building or site with the company's community.
- B. Recommend that the business person meet with their local community officials to discuss their potential expansion or relocation. If the business person agrees to a meeting, then the county, regional (including utility companies and chamber of commerces) or state economic development officials will offer to arrange and attend this meeting.
- C. If the business person does not wish to meet with local community officials, then the county, regional (including utility companies and chamber of commerces) or state economic development officials will inform local officials of the potential expansion or relocation.

-14-

BAY COUNTY BOARD OF COMMISSIONERS 10/12/10 RESOLUTION

| BY: | WAYS AND MEANS COMMITTEE (10/5/10) | | | | | | | | | | | |
|------------------|---|-----|-------|-------|---|--------|-------|------|--------------------|--------|------|------|
| WHEREAS, | Since October 2004 Bay Future, Inc. has provided effective leadership for economic development for Bay County; and | | | | | | | | | | | |
| WHEREAS, | Bay Future, Inc. wishes to continue its economic development efforts in Bay County; and | | | | | | | | | | | |
| WHEREAS, | Bay County and Bay Future, Inc. have been parties to a three year Agreement for Services; Therefore, Be It | | | | | | | | | | | |
| RESOLVED | That the Bay County Board of Commissioners approves the Agreement for Services between Bay County and Bay Future, Inc. for a three (3) year term with the total compensation not to exceed the annual sum of \$50,000 contingent upon Bay County's appropriation of funding in its annual budget process; Be It Further | | | | | | | | | | | |
| RESOLVED | | | | | n of the Board is au County following le | | | | - | for S | ervi | ices |
| RESOLVED | That | bu | dget | adju | istments, if required | d, are | e app | rov | ed; | | | |
| RESOLVED | That | Bri | an K | . Eld | er is hereby appoin | ted t | o the | e Ba | y Future Board of | . Dire | ctor | ʻS. |
| | | | | | DONALD J. TILLE | Y, C | HAIR | | | | | |
| | | | | | AND COMMI | TTEE | | | | | | |
| Bay Future In | ıc - 20 | 10- | 201 | 3 | | | | | | | | |
| MOVED BY COM | ч | | | | | | | | | | | |
| SUPPORTED BY | сомм. | | | | | | | | | | | |
| COMMISSIONER | t | Y | N | Е | COMMISSIONER | γ | N | E | COMMISSIONER | Υ | N | E |
| Michael J. Duran | ıczyk | | | | Colleen M. Maillette | | | | Brian K. Elder | | | |
| Patrick H. Beson | 1 | | | | Ernle Krygler | | | | Eugene F. Gwizdala | | | |
| Vaughn J. Begic | k | | | | Kim Coonan | | | | Donald J. Tilley | | | |
| VOICE: YE | EAS | _ | NAYS, | | _ EXCUSED _ EXCUSED | N. | | | | | | |
| | DISPOSITION: ADOPTED DEFEATED WITHDRAWN AMENDED CORRECTED REFERRED | | | | | | | | | | | |

-15-



PHONE (989) 895-4285 FAX (989) 895-4082

To: Donald J. Tilley, Chair of Ways and Means Committee

Date: September 24, 2010

Re: Annual Review of the Delinquent Tax Revolving Fund

Background:

As of July 1, 2010 the Delinquent Tax Revolving fund had \$900,000 on hand. This is after the annual disbursement to the tax units of \$7.2 million and before the 2010 budgeted transfer of \$853,431.

The fund has not had to borrow since 1998. Transfers to the general fund have been approximately the amount the fund has earned and has an excess balance of \$900,000 after the 2009 annual disbursement to the tax units. This has been accomplished because the delinquent tax receivable amount has reduced over the years and converted to cash investments. The reduction in delinquent tax receivables is due to:

- Total new tax rolls reducing after Proposal A;
- Reduction in the number of tax years outstanding because of the new tax reversion laws;
- The percentage delinquent was reducing consistently from 1999 to 2003, most likely due to mortgage refinances paying delinquent taxes current and an increased use of tax escrows for new mortgages.

Finance/Economics

The County's longtime practice of taking 100% of earnings has provided adequate reserves to make the annual delinquent tax distribution to the tax units. This has been possible due to the aggregate amount of delinquent taxes consistently declining, as mentioned in the background section, and turning to cash. In addition, the per cent delinquent declined continually between 1999 (5.81%) and 2003 (4.82%) and remained stable in 2004 through 2006. The amount turned over as delinquent stayed in a tight range between 1999 and 2006 with a low of \$5.2 million in 2003 to a high of \$5.7 million in 2006.

The amount of delinquent taxes turned over to the County from the local units increased dramatically from \$5.7 million in 2007 to \$7.1 million in 2008 (23% increase). This resulted in a corresponding significant decrease in cash on hand after the delinquent tax disbursement from \$3.1 million to \$1.7 million in 2008; \$1.3 million in 2009 and \$900,000 in 2010. Another significant increase could deplete the cash on hand after the distribution.

On November 4, 2003, the Bay County Board of Commissioners amended the Delinquent Tax Revolving Fund Policy. This amendment included the establishment of a reserve in the fund of 10% of the previous year's distribution. In October 2008, this Board approved increasing the reserve from 10% to 20%.

After 2009's distribution, the reserve decreased to 18% (\$126,000 less than the required 20% reserve). The 2010 annual distribution from the Delinquent Tax Revolving Fund to the General fund was reduced from \$979,431 (100% of earnings) to \$853,431, to help maintain adequate cash to make the June 2010 distribution to local units. Even with the reduced transfer, the reserve decreased to 13% (\$532,000 less than the required 20% reserve).

In addition to the delinquent taxes amount increasing dramatically in 2008 and the additional slight increase in 2009 and 2010, the existing delinquent tax payments are slowing down. This is evidenced by total amount of delinquents outstanding as of June 30th the last four years:

2007 \$4.4 million 2008 5.9 million 2009 6.6 million 2010 7.1 million

Summary of the Delinquent Tax Revolving Fund Income Statement for 12 months ending December 31, 2009:

\$1,331,869 Net Income

(362,146) Increase in Accrued interest (non-cash Revenue)

969,714 Net Cash Revenue

68,507 Fees transferred from foreclosure fund

1,038,321

(532,000) Shortfall after 06-30-10 Disbursement to Maintain 20% reserve

506,321

266,000 Half of the Shortfall

\$772,321 Recommended Transfer

Recommendation:

Following last year's practice of reducing the Delinquent Tax Revolving Funds earnings to cover the 20% reserve shortfall would result in a transfer of \$506,321 to the General Fund. (Delinquent tax earnings \$1,038,321 minus the \$532,000 shortfall). The 2011 transfer to General Fund would be \$350,110 less than 2010.

Even though the Delinquent Tax Revolving Fund has experienced a major increase in delinquent taxes since 2007, the fund has only experienced a slight increase in 2008 and 2009. It is important to note that the 2010 tax roll is expected to be 4.5% less than the 2009 roll due to declining property values. If the per cent delinquent does not increase, then the reduced tax roll will result in \$350,000 less in delinquent taxes in March 2011.

Based on the possibility for delinquent taxes reducing, I recommend funding half of the shortfall below the 20% reserve, resulting in a transfer of \$772,321 to the General Fund. This will be \$81,110 less than 2010.

Delinquent Tax Fund Key Ratios

| | | 3.48% | 5.20% | | | - |
|-----------------|----------|----------|---------------------|-------------------------------------|--|-----------------|
| Ave | | ж. 4. | 5.2 | _ | | |
| 2010 | | | | Jun 10 8,060 7,160 a | 006 | <u>5.</u> |
| 2003 | 129,930 | 1.02% | 7,453 5.74% | Jun 09 8,516 7,202 | 1,314 | 1.18 |
| 2008 | 127,572 | 0.20% | 7,202 5.65% | Jun 08 8,812 7,096 | 1,716 | 1.24 |
| 2007 | 127,320 | 7.71% | 7,096 | Jun-07 8,882 5,749 | 3,133 | 1.54 |
| 2006 | 118,212 | 4.58% | 5,749 4.86% | Jun-06 8,001 5,568 | 2,433 | 1.44 |
| 2005 | 113,032 | 0.54% | 5,568 4.93% | Jun-05 8,484 5,543 | 2,940 | 1.53 |
| 2007 | 112,431 | 5.03% | 5,543 4.93% | (000)'s Jun-04 8,475 5,163 | 3,312 | 1.8 |
| , 2003 | 107,044 | 0.76% | 5,163 4.82% | Jun-03 7,514 5,247 | 2,267 | 1.43 |
| 2002 (000)'s | 106,232 | 2.41% | 5,247 4.94% | | | |
| 2001 | 103,734 | 8.46% | 5,337 5.14% | | | |
| 2000 | 95,641 | 4.08% | 5,172 5.41% | | eral Fund | |
| 1999 | 94,888 | | 5,342 5.81% | pje. | Cash After Distribution Before Transfer To General Fund | Ratio |
| | Tax Roll | Change | Delq. Tax %Delq. | Cash Available Distribution | Cash After Before Tran | Covereage Ratio |

a 2009 7,453 gross 7,160 net after refund chargebacks

BAY COUNTY BOARD OF COMMISSIONERS

10/12/10

RESOLUTION

| BY: | WAYS | WAYS AND MEANS COMMITTEE (10/5/10) | | | | | | | | | | | |
|-----------------------------------|---|---|--|--|---|--|--|--|---|---|--|---|--|
| WHEREAS, | As of July 1, 2010 the Delinquent Tax Revolving fund had \$900,000 on hand following the ann disbursement to the tax units of \$7.2 million and before the 2010 budgeted transfer of \$853,431; | | | | | | | | | | | | |
| WHEREAS, | The fithe a disbur has receive years consisted a The B | und I mou semeduo able outs stent n Inc ay C | nas no nt the ent to ed ove s is du tandir ly fron rease ounty | ot had e func the ta er the ue to: ng bec n 1999 d use Treas | ax units of \$7.2 million and to borrow since 1998. To has earned and has an extract the converted to the converted to the converted to the converted to the new tax reversed to 2003, most likely due to the converted to the converted to the converted to the new tax reversed to the converted to th | ransfer omplising assistant cash sion lassion lassion ortgag | ers to the shed be investigated in the shear t | the g lance ecau tmer opos nd the refind | general fund have been e of \$900,000 after the ise the delinquent tax red its. The reduction in sal A; Reduction in the ne percentage delinquent nances paying delinquen | appro eeivabl delind numb nt was nt taxe | oxima 9 an le am quent per o redu redu | ately nua lount tax f tax lcing rrent | |
| 1. | 20% i earnir | Following last year's practice of reducing the Delinquent Tax Revolving Funds earnings to cover the 20% reserve shortfall would result in a transfer of \$506,321 to the General Fund. (Delinquent tax earnings \$1,038,321 minus the \$532,000 shortfall). The 2011 transfer to General Fund would be \$350,110 less than 2010. | | | | | | | | | | | |
| 2. | since that the If the | Even though the Delinquent Tax Revolving Fund has experienced a major increase in delinquent taxes since 2007, the fund has only experienced a slight increase in 2008 and 2009. It is important to note that the 2010 tax roll is expected to be 4.5% less than the 2009 roll due to declining property values. If the per cent delinquent does not increase, then the reduced tax roll will result in \$350,000 less in delinquent taxes in March 2011. | | | | | | | | | | | |
| 3. | the 20 | Based on the possibility for delinquent taxes reducing, I recommend funding half of the shortfall below the 20% reserve, resulting in a transfer of \$772,321 to the General Fund. This will be \$81,110 less than 2010. | | | | | | | | | | | |
| RESOLVED | | | | | oard of Commissioners au transfer of \$772,321 to the | | | | | | | | |
| | | | | | DONALD J. TILL | EY, CI | HAIR | | | | | | |
| | | | | | AND COMM | TTEE | | | | | | | |
| Treasurer - DTRF MOVED BY COMM | Status | . | | | | | | | | | | | |
| SUPPORTED BY COMP | 1 | | | | | | | | | | | | |
| COMMISSIONER | r n | YE | N | E | COMMISSIONER Y N | YE | N | E. | COMMISSIONER Y N | Æ | N | E | |
| Michael J. Duranczy | k | | | | Colleen M. Malllette | | | | Brian K. Elder | | | | |
| Patrick H. Beson | | | | | Ernle Krygler | | | | Eugeno F, Gwizdala | | | | |
| Vaughn J. Begick | | | | | Kim Coonan | | | | Donald J. Tilley | | | | |

| VOTE TOTALS: ROLL CALL: VOICE: | YEAS | NAYS | EXCUSED EXCUSED | | |
|--------------------------------------|---------|---------|--------------------|-----------|--|
| DISPOSITION: | ADOPTED | DEFEATI | ED | WITHDRAWN | |
| | AMENDED | CODDEC | ren t | ECEDDED | |

DEPARTMENT OF CORPORATION COUNSEL

BAY COUNTY

MARTHA P. FITZHUGH Corporation Counsel/Risk Manager THOMAS L. HICKNER
County Executive

DEBRA A. RUSSELL Legal Coordinator/Administrative Assistant russelld@baycounty.net

TO:

CHAIRPERSON DON TILLEY AND

THE WAYS AND MEANS COMMITTEE

FROM:

CORPORATION COUNSEL MARTY FITZHUGH MJ

DATE:

SEPTEMBER 29, 2010

RE:

AUTHORIZATION OF AMENDMENTS TO THE BAY COUNTY

EMPLOYEES' RETIREMENT ORDINANCE

BACKGROUND

Attached are proposed amendments to the Bay County Employees' Retirement Ordinance submitted because our retirement plan must be updated and sent to the Internal Revenue Service before January 31, 2011. This enables the IRS to determine our tax-qualified status. We must demonstrate that our retirement plan meets requirements of the Internal Revenue Code and, as a result, is eligible to receive certain tax benefits. Our plan must operate for the exclusive benefit of our employees or their beneficiaries.

On the attached pages, changes proposed for this update are in italics and underlined with language proposed for elimination crossed out. Amendments are in the following sections: 4.005, 4.007, 4.012, 4.023, 4.025, 4.029, 4.030, 4.032, 4.040, 4.059, 4.063, 4.064, 4.065, and 4.066.

RECOMMENDATION:

That the Ways and Means Committee refers these amendments to the Board of Commissioners for action at the next Commission meeting or follows its longer process if preferred.

515 Center Avenue, Sulte 402, Bay City, MI 48708-5125 (989) 895-4131 FAX (989) 895-2094 TDD (hearing impaired) (989) 895-4049

4.005 Definitions.

Sec. 5.

- (a) "Accumulated member contributions" means the balance in a member's individual account in the reserve for member contributions and regular interest that has been credited to the member's account annually as prescribed by the Board.
- (c) "Board" means the Board of Trustees as provided in Section 8 [Section 4.008] of this Ordinance for the management and administration of the Retirement System.
- (d) *Compensation* means the salary or wages paid an employee for service rendered to the County while a member of the Retirement System. Salary and wages shall include: longevity pay; cost-of-living allowance; overtime pay; shift differentials; workers' compensation, (excluding medical payments in their entirety and lump-sum settlement payments to the extent provided in Section 7(f) [Section 4.007(f)]); deferred compensation that is paid in lieu of health insurance; pay for periods of absence from work by reason of vacation, holiday, and sickness; and payments in consideration of unused sick leave and vacation time. Compensation shall not include any remuneration or reimbursement not specifically stated in this section, including but not limited to short term disability sickness and accident payments, differential wage payments as described in Code Section 3401(h)(2) and that portion, if any, of salary paid to judges that is converted over to the Judges' Retirement System (MCL 38.2101 et seq.).

Annual compensation in excess of the following amounts \$200,000 shall not be taken into account for any purpose of the Retirement System.

(i)—_\$200,000 for calendar-years beginning after December 31, 1988 but before January 1, 1994;

(ii) \$150,000 for calendar years beginning after December 31, 1993 but before January 1, 2002; and

(iii) \$200,000 for calendar years beginning after December 31, 2001.

The above limitations in (i), (ii), and (iii) above shall be adjusted for cost-of-living in such manner as the Secretary of the Treasury may prescribe pursuant to Section 401(a)(17) of the Internal Revenue Code.

If the period for determining compensation used in calculating a member's accrual for a determination period is less than a full calendar year (i.e., shorter than 12 months), the annual adjusted limitation is an amount equal to the otherwise applicable annual limitation multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12.

In determining the compensation of a member for purposes of this limitation for Plan Years beginning before January 1, 1997, the family aggregation rules under Section 414(q)(6) of the Internal Revenue Code shall apply, except that in applying such rules, the term "family" shall include only the spouse of the member and any lineal descendants of the member who have not attained age 19 before the close of the Plan Year. If, as a result of the application of such rules, the adjusted limitation is exceeded, then the limitation shall be prorated among the affected individuals in proportion to each such individual's compensation as determined under this section prior to the application of this limitation. Effective for Plan Years beginning on or after January 1, 1997, the family aggregation rules under Section 414(q) of the Internal Revenue Code shall not apply in determining a member's compensation for purposes of this limitation.

(e) "Contingent Survivor Beneficiary" means a person designated by a member or retirant to receive a retirement benefit in accordance with Section 47 [Section 4.047].

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variation and the

- (f) "County" means the County of Bay of the State of Michigan and its various offices, boards, agencies, and departments, including but not limited to the Bay County Road Commission, the 18th Judicial Circuit Court, the 74th District Court, the Bay County Probate Court, the Bay County Medical Care Facility, the Bay—Arenae-Gommunity Mental Health Services Board—the Bay County Housing Commission, the Bay County Library System, the Bay County Department of Water and Sewer. "County" also means the bay-Arenae Behavioral Health Authority.
- (g) "Credited Service" means the service credited a member as provided in Section 29 and Section 32 [Section 4.029 and Section 4.032].
- (h) "Employee" means a person employed by the County for personal services. The term "Employee" shall not include any individual who is paid for services as an independent contractor reported on Form 1099, whether or not such individual is actually performing services as a common law employee of the County or is retroactively characterized as an employee of the County through a judicial or administrative determination.

For purposes of this Section 5(h) [Section 4.005(h)], a "leased employee" means any person (other than an Employee of the County) who, pursuant to an agreement between the County and any other person ("leasing organization"), has performed services for the County (or for the County and related persons determined in accordance with Section 414(n)(6) of the Internal Revenue Code) on a substantially full-time basis for a period of at least one year, and such services are performed under the primary direction or control of the County.

A leased employee shall not be considered an Employee if:

- (i) such leased employee is covered by a money purchase pension plan providing:
 - (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Section 415(c)(3) of the Internal Revenue Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Section 125, Section 402(a)(8), Section 402(h) or Section 403(b) of the Internal Revenue Code;
- (2) immediate participation; and
- (3) full and immediate vesting; and
- (ii) leased employees do not constitute more than 20% of the County's nonhighty

Contributions or benefits provided to a leased employee by the leasing organization which are attributable to services performed for the County shall be treated as provided by the County.

(i) "Excluded position" means a position of employment described in Section 26 [Section 4.026], which excludes an employee from membership in the Retirement System.

(Amend. adopted 2-4-98)

4.006 Definitions.

Sec. 6.

- (a) "Final average compensation" means the average of the annual compensation paid to a member during any five years of credited service producing the highest average if the member has at least five years of credited service. If the member has less than five years of credited service, final average compensation means the aggregate amount of compensation paid to the member divided by the member's years and fractions of a year of credited service.
- (b) "Included position" means a position of employment as described in Section 26 [Section 4.026].
- (c) "Member" means an employee who is employed in an included position as described in Section 26 [Section 4.026].
- (d) "Refund Beneficiary" means a person designated by the member to receive any accumulated member contributions under Section 25 and/or Section 52 [Section 4.025 and/or Section 4.052] of this Ordinance.

6 - IRC <u>Amendments, 2010 At0/0477At010377</u>CM021455.duc wage loss and medical expenses is specified, the Board shall attribute 75% of the lump sum to wage loss and 25% of the lump sum to medical expenses.

(Res. No.-2001-130 adopt.-5-8-01)

4.007.1 One-time annual increase to each annual retirement benefit.

For all Retirement Benefit recipients of record as of May 11, 1999, the effective date of this Amendment, a one-time annual increase of two hundred twenty-five dollars (\$225.00), payable in equal installments, shall be added to each annual Retirement Benefit. For those eligible as defined above, this increase shall be applied to the Retirement Benefit in all subsequent years, so that the amount of two hundred twenty-five dollars (\$225.00), without increase, shall remain part of their Retirement Benefit.

(Res. No. 99-115, 5-11-99)

4.007.2 One-Time annual increase to Retirants of Record on December 31, 2000.

A one-time annual increase shall be applied to Retirement Benefits of all Retirants of record on December 31, 2000, in response to increases in the cost of living. Each of these Retirants shall receive a one-time annual increase to the respective retiree's base pension valued at \$1 (one dollar) per point and proportionate to the following point structure: Two points shall allotted for each full year the individual has been retired, and, in addition, one point shall be allotted for each full year the individual has been retired, and, in addition, one point shall be allotted for each full year of County service in excess of fifteen (15) years. This Amendment shall become effective and shall commence application upon issuance of the Retirant's third monthly payment subsequent to the date when the State of Michigan County Pension Plan Committee approves the Amendment.

4.007.3 Definitions

- (a) "Eligible Rollover Distribution" means any distribution of all or any portion of the balance----to the credit of the distribute, except that an Eligible Rollover Distribution does not include:
- (1) any distribution that is one of a series of substantially equal periodic payments (paid not less frequently than annually) paid over the any one of the following periods: the life of the member (or the joint lives of the member and the member's designated beneficiary), the life expectancy of the member (or the joint life and last survivor expectancy of the member and the member's designated beneficiary), or a specified period of 10 years or more;
- (2) any distribution to the extent the distribution is required under Section 401(a)(9) of the Internal Revenue Code relating to the minimum distribution requirements;
- (3) any distribution which is made upon the hardship of the member;
- (4) similar items designate in revenue rulings, notices, and other guidance from the Treasury Department of general applicability.
- Effective January 1, 2002, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includable in gross income. However, such portion may be paid only to an individual retirement

3

IRC Amendments, 2010 As010877As010877AS010877AS010877,docAS010877AS010877AS010877AS010897

account or annuity described in Section 408(a) or (b) of the Internal Revenue Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Internal Revenue Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includable in gross income and the portion of such distribution which is not so includable.

(b) "Eligible Retirement Plan" means the following:

- (1) an individual retirement account described in Section 408(a) of the Internal Revenue Code;
- (2) an individual retirement annuity (other than an endowment contract) described in Section 408(b) of the Internal Revenue Code;
- (3) a qualified plan described in Section 401(a) of the Internal Revenue Code;

4) an annuity plan described in Section 403(a) of the Internal Revenue Code;

- (5) effective January 1, 2002, an annuity contract described in Section 403(b) of the Internal Revenue Code;
- (6) effective January 1, 2002, an eligible plan under Section 457(b) of the Internal Revenue

 Code which is maintained by a state, political subdivision of a state, or any agency or

 instrumentality of a state or political subdivision of a state and which agrees to separately account

 for amounts transferred into such plan from this Retirement System; or
- (7) effective January 1, 2008, a Roth IRA, subject to the requirements of section 408A(c)(3) of the Internal Revenue Code.

Effective January 1, 2002, the definition of an Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under an Eligible Domestice Relations Order, as defined in Section 57(a)[4.057(a)].

- (c) "Distributee": A "Distributee" includes a Member or former Member. In addition, the Member or former Member's surviving spouse and the Member or former Member's spouse or former spouse who is the alternate payee under an Eligible Domestic Relations Order, as defined in Section 57(a)[4.057(a)] are Distributees with regard to the interest of the spouse or former spouse. Effective January 1, 2010, the non-spouse beneficiary of a Member or former Member also may be a distribute with regard to the interest of the non-spouse beneficiary that is directly transferred to an individual retirement account described in Section 408(a) the Internal Revenue Code or an individual retirement annuity described in Section 408(b) of the Internal Revenue Code.
- (d) "Direct Rollover" means a payment by the Retirement System to the Eligible Retirement Plan specified by the Distributee.
- 4.007.4 Interlocal Agreement Relating to the Bay County Employees' Retirement System.

 Effective October 1, 2001, this Interlocal Agreement relating to the Bay County Employees' Retirement System was executed pursuant to the reorganization of Bay-Arenac Community Mental Health Services as the Bay-Arenac Behavioral Health Authority and under authority of MCL 38.691 et seq to allow continuing participation in this Retirement System.

ARTICLE II

4.008 Board of Trustees-Creation; composition; compensation.

4

IRC Amendments, 2010 As010877As010877AS010877AS010877, docAS010877AS010877AS010877AS010879

reserve.

 ${\bf 4.023\ Retirement\ system;\ financial\ objective;\ actuarial\ determinations;\ county\ contributions.}$

Sec. 23.

- (a) The financial objective of this Ordinance is to require annual member and County contributions to the Retirement System so that all obligations of the Retirement System are sufficiently funded.
- (b) The Board shall direct the actuary to do all of the following:
 - (i) Determine the annual level percentage of payroll contribution to finance the benefits provided under this Ordinance by actuarial valuation pursuant to subsections—(ii) and (iii) of this subsection, and upon the basis of the risk assumptions that the Board adopts after consultation with the actuary.
 - (ii) Make an annual actuarial valuation of the Retirement System in order to determine the actuarial condition of the system and the required annual contribution to the system.
 - (iii) Make an annual actuarial gain-loss experience study of the Retirement

 System in order to determine the financial effect of variations of actual
 retirement system experience from projected experience.
- (c) The actuary shall compute the contribution rate for monthly benefits payable in the event of death of a member before retirement or the disability of a member using terminal funding method of actuarial valuation.
- (d)-The actuary shall compute the contribution rate for benefits other-than-those described in Subsection (b) of this section using an individual projected benefit entry age normal actuarial cost method.
- (ed) The Board shall determine and adopt the annual County contribution necessary to meet the financial objectives of the Retirement System, after consultation with the actuary, and the County shall annually appropriate and cause the annual County contribution to be paid to the Retirement System.
- (fe) The Board may establish and alter actuarial valuation assumptions for the Retirement System after consulting with the actuary.

4.024 Member contributions; amounts.

Sec. 24. Each member shall contribute 4% of his/her compensation to the Retirement System as provided in Section 17(b) [Section 4.017(b)], unless otherwise provided in the terms of an applicable collectively-bargained or other employment agreement between the County and members.

4.025 Member contributions; refunds; direct rollover.

Sec. 25,

(a) Except as provided in Subsection (b) of this section, a member's accumulated member contributions (as defined in Section 5(a) [Section 4.005(a)]) shall be refunded

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(c) A Member or Distributec otherwise eligible for a refund, may elect a Direct Rollover as follows:

Application: Netwinstanding any provision of this Ordinance to the contrary that would otherwise limit a Distributee's election under this section, a Distributee may elect, at any time and in the manner prescribed by the Board, to have any portion of an Eligible Rollover Distribution hald directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

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- (iv) Members of boards and commissions paid exclusively on a per diem basis;
- (v) Any position held by a person who is included by law in any other pension or retirement system by reason of the compensation paid by the County, except the Federal Old Age, Survivors and Disability Insurance program;
- (vi) Temporary positions except as provided for in Subsection (b) (iv) of this section. For purposes of this section, a temporary position is defined as a position which is of short duration and does not intend to provide continuous employment with the County.
- (vii) Positions filled by part-time employees. For purposes of this section, a part-time employee is an employee who is employed in a position which normally requires service of fewer than 800 hours per calendar year.
- (d) The Board shall have the final authority to decide upon membership status if there is any ambiguity under the provisions of this Ordinance.

4.027 Membership; termination.

Sec. 27. Except as provided in Section 28 [Section 4.028], a person shall cease to be a member of the Retirement System upon termination of employment or upon becoming employed in an excluded position.

Upon reemployment by the County in an included position; a person shall again become a member of the Retirement System except as provided in Section 54 [Section 4.054] of this Ordinance.

4.028 Membership; vested status.

Sec. 28. A person who terminates employment for any reason other than retirement or death, who does not withdraw his or her member contributions under Section 25 [Section 4.025], and who has eight (8) or more years of credited service shall be a vested former member.

ARTICLE IV

4.029 Credited service; earned.

Sec. 29. The Board shall credit each member with the number of years and months of service for which the member has performed service as defined in Section 7(c) [Section 4.007(c)]. The Board shall credit one month of service for each calendar month in which a member serves 65 or more hours. Under no circumstances shall a member be credited with more than twelve (12) months of service in any one calendar year.

4.030 Credited service; forfeiture.

Sec. 30. Except as provided in Section 49(b) [Section 4.049(b)] credited service shall be forfeited if a person, including but not limited to a former vested member, receives a refund of his/her accumulated contributions. Withdrawal of accumulated contributions shall result in loss of credited service, which shall constitute forfeiture of all rights to any benefits provided under this Ordinance.

Notwithstanding anything to the contrary in this section, a Member who becomes > yested in all or part of his accrued benefit pursuant to a Qualified Transfer under Section

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4.065, who does not receive a cashout pursuant to Section 4.066, shall be entitled to a Retirement Benefit from the Retirement System subject to all other terms and conditions of the Retirement Ordinance. If such Member withdrew his Accumulated Member Contributions, the amount of his Retirement Benefit shall be determined by subtracting the accuracial equivalent of his Accumulated Member Contributions from his accrued benefit.

4.031 Credited service; reinstatement.

Sec. 31.

- (a) A member who has received a refund of his/her accumulated member contributions and has forfeited credited service may have his/her forfeited credited service reinstated upon satisfaction of each of the following conditions:
 - (i) The member files with the Board a written request for reinstatement on a form prescribed by the Board;
 - (ii) The member acquires three (3) months of credited service after returning to membership if the break is less than five (5) years. If the break in membership is for five (5) or more years, the member must acquire one (1) year of credited service after returning to membership.
 - (iii) The Retirement System is paid the total amount of accumulated member contributions previously withdrawn by the member, if any, plus compound interest at a rate which shall be determined by the Board from the date of withdrawal.
 - (iv) The repayment is initiated and completed upon approval by the Board, but not later than one year from the approval date, but in no case later than the member's date of retirement.
- (b) A member who was not eligible to receive a refund of accumulated member contributions pursuant to Section 25 [Section 4.025] may have his/her forfeited credited service reinstated upon satisfaction of one of the following conditions:
 - (i) The member becomes employed in a membership position.
 - (ii) The member files a written request for reinstatement on a form prescribed by the Board.
- (c) If a member has his/her forfeited credited service reinstated in accordance with Subsection (b) (i) or (ii) of this section the Retirement System shall transfer from the reserve for employer contributions to the reserve for member contributions any member contributions which were transferred pursuant to Section 17(d) [Section 4.017(d)].

4.032 Credited service; military service; conditions.

Sec. 32.

(a) A member who has served in any branch of the Armed service-Forces of the United States shall be entitled to credited service for periods of active duty lasting 30 or more days, if each of the following conditions are satisfied:

(i) The member performed the military service in question ("Non-Intervening Military Service") before becoming an Employee;

(ii) The member files with the Board an application for the purchase of military service on a form prescribed by the Board;

- (iii) The member submits his/her application and proof of service to the Bay County Board of Commissioners;
- (iiiy) The member has at least eight (8) years of credited service, not including any service credited under this section;
- (iv) The member pays to the Retirement System five (5%) percent of his/her annual rate of compensation which the member is earning at time of the approval of the member's application by the Bay County Board of Commissioners, multiplied by the period of service being purchased; and
- (vi) The Bay County Board of Commissioners approves the purchase through resolution by an affirmative vote of a majority of its members;
- (b) A member shall not be credited with more than five (5) years of military service, including any credited military service purchased under former sections of this Ordinance.
- (c) Credited service shall not be granted for periods of Non-Intervening mMilitary service which are or could be used for obtaining or increasing a benefit from another retirement system. Unless extenuating circumstances are presented to the Board's satisfaction, a member may request only one (1) purchase for Non-Intervening mMilitary service credit and must fully pay for the service credit within one (1) year from the date of approval by the Bay County Board of Commissioners, but not later than the member's retirement date. Failure to comply with these payment requirements shall foreclose any further request and shall result in refunding without interest to the member any partial payments made for the purchase of Non-Intervening mMilitary Service credit.

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(d) Effective for transfers of benefits after December 31, 2001, a member who wishes to be credited with credited service corresponding to Non-Intervening mMilitary sService pursuant to Subsection (a) of this section may make a direct trustee-to-trustee transfer of benefits from-

(i) an annuity contract described in Section 403(b) of the Internal Revenue Code; or

(ii) an eligible plan under Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state

to purchase credited service, as permitted by Sections 403(b)(13)(A) and 457(e)(17)(A) of the Internal Revenue Code, respectively.

(e) Effective December 12, 1994, aAny member who is on a leave of absence by reason of military duty with the Armed Porces of the United States shall receive contributions, benefits, and service credit with respect to qualified military service ("Intervening Military Service") in accordance with the Uniformed Services Employment and Reemployment Rights Act ("INSERRA") and Section (14) of the Internal Revenue Code. Upon such member's reemployment by the County within the period prescribed by USERRA, the member shall be treated as having received the compensation and credited service that would have been paid or credited to the member as an active employee for the entire period of the member's a rmed service.

(f) Effective with respect to deaths occurring on or after January 1, 2007, the survivors of a member who dies while performing Intervening Military Service are entitled to any additional benefits (other than benefit accruals relating to the period of Intervening Military Service) provided under the Plan as if the member had resumed and then terminated employment with the County on account of his death. For these purposes, the member shall be credited with credited service for vesting purposes during the period of Intervening Military Service.

(g) Effective on and after December 31, 2008, if the Company makes "differential wage payments" as defined in Code Section 3401(h)(2) to individuals performing qualified military service, then (1) the individual receiving a differential wage payment shall be treated as an Employee of the Company; (2) the differential wage payment shall be treated as Compensation for all Plan purposes, including Code Section 415(c)(3); and (3) the Plan will not be treated as failing to meet the nondiscrimination requirements of Code Sections 401(a)(4), 401(a)(26), 410(b) or 416 by reason of any benefit that is based on the differential wage payment. The exemption from the nondiscrimination rules described in (3) above applies only if all of the employees of all Related Companies performing services in the uniformed services are entitled to receive differential wage payments on reasonably equivalent terms.

- of the survivor beneficiary, the retirant is paid the form of payment SL retirement benefit over the retirant's remaining life. Upon the death of the retirant during the life of the survivor beneficiary, the survivor beneficiary is paid one-half (1/2) of the amount of the form of payment C retirement benefit over the survivor beneficiary remaining life.
- (c) Under form of payment SL, A, B, and C, a member may choose to have his/her retirement benefits coordinated with his/her future social security benefits under the federal Old Age, Survivors, and Disability Insurance Act, commonly called the Social Security Act. Under Social Security coordination, the retirant is paid an increased retirement benefit until s/he is eligible to receive normal retirement benefits, at an age prescribed by the Social Security Act, and a reduced retirement benefit for life thereafter. The increased retirement benefit payable until the retirant reaches the normal retirement age as prescribed by the Social Security Act shall approximate the sum of the reduced retirement benefit payable after that age and the retirant's estimated normal retirement age primary insurance payment under the Social Security Act. Social Security coordination is available only to members who retire before attaining the normal retirement age under the Social Security Act.
- (d) The amount of the retirement benefit under forms of payment A, B, and C shall have the same actuarial present value, computed as of the effective date of the retirement benefit, as the amount of retirement benefit under form of payment SL.
- (e) Payment shall be made under form of payment SL if there is not a timely election of another form of payment.
- (f) If a retirant is married at the retirant's date of retirement, any election is ineffective, and a retirement benefit shall not be paid, unless the election of a form of payment other than B or C naming the spouse as beneficiary is signed by the spouse of the retirant, except that this requirement may be waived by the Board if the signature of the spouse cannot be obtained because of extenuating circumstances.
- (g) If a retirant is receiving a reduced retirement benefit under form of payments A, B, or C and is divorced from the spouse who had been named as the retirant's survivor beneficiary, the election of a reduced retirement benefit form of payment shall be considered null and void by the Retirement System if a judgment of divorce or award or order of the court, or amended judgment of divorce or award or order of the court, dated after July 18, 1991, provides that the election of a reduced retirement benefit form of payment is to be considered null and void by the Retirement System, and the retirant provides a certified copy of the judgment of divorce or award or order of the court, to the Retirement System. If the election of a reduced retirement benefit is considered null and void by the Retirement System under this subsection, the retirant's retirement benefit shall revert to form of payment SL effective the first day of the month following the date the Retirement System receives a certified copy of the judgment of divorce or award or order of the court. This subsection does not supersede a judgment of divorce or-award or order of the court-in-effect-on-or-before July 18,

1991. This subsection does not require the Retirement System to distribute or pay retirement benefits on behalf of a retirant in an amount that exceeds the actuarially determined amount that would otherwise become payable if a judgment of divorce had not been rendered.

(h) See Section 25 [Section4.025] regarding direct Rollover of distributions of accumulated contributions.

(Res. No. 2002-12, adopt. 2-5-02)

(h) The following provisions concerning direct rollovers shall apply to distributions made on or after January 1, 1993:

(i) Application: Notwithstanding any provision of this Ordinance to the contrary that would otherwise limit a Distributee's election under this section, a Distributee may elect, at any time and in the manner prescribed by the Beard, to have any portion of an Bligible Rollover Distribution paid directly to an Eligible Retrement Plan specified by the Distributee in a Direct Rollover.

(ii) Definitions: For purposes of this subsection, the following definitions shall

(1) Eligible Rollover Distribution: An "Bligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:

(A) any distribution that is one of a series of substantially equal periodic payments (paid not less frequently than annually) paid over any one of the following periods: the life of the member (or the joint lives of the member and the member's designated beneficiary), the life expectancy of the member (or the joint life and last survivor expectancy of the member and the member's designated beneficiary), or a specified period of 10 years or more;

(B) any distribution to the extent the distribution is required under Section 401(a)(9) of the Internal Revenue Code relating to the minimum distribution requirements:

(C) except as provided below, the portion of any distribution that is not includable in gross income (i.e., the part of a member's distribution which is related to after tax contributions made prior to April 1, 1979); and

(D)-similar-items-designated-in-revenue-rulings-netices, and other guldance-from-the-Treasury-Department-of-general-applicability-

Effective January 1, 2002, a portion of a distribution shall not fail to be an Eligible Rollover Distribution metely because the portion consists of after-tax-amployee contributions which are not includable in gross income.

However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Internal Revenue Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Internal Revenue Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includable in gross income and the portion of such distribution which is not so includable.

(2) Eligible Retirement Plan: An "Bligible Retirement Plan" means as follows:

(A) an individual retirement account described in Section 408(a) of the Internal Revenue Code;

(B) an individual retirement annuity (other than an endowment contract) described in Section 408(b) of the Internal Revenue Code;

(C) a qualified plan described in Section 401(a) of the Internal

Revenue Code if it is a defined contribution plan which permits the

acceptance of rollover distributions:

(D) an annuity plan described in Section 403(a) of the Internal Revenue Code;

(E) effective January 1, 2002, an annuity contract described in Section 403(b) of the Internal Revenue Code; or

(F) effective January 1, 2002, an eligible plan under Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Retirement System.

Effective January 1, 2002, the definition of an Ellgible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under an Ellgible Domestic Relations Order, as defined in Section 57(a)[4.057(a)].

(3) Distributee: A "Distributee" includes an employee or former employee, In-addition, the employee's or former employee's spouse or former spouse who is the alternate payee under an Eligible Domestic Relations Order, as defined in Section 57(a)[4.057(a)] are Distributees with regard to the interest of the spouse or former spouse.

(4) Direct Rollover: A "Direct Rollover" is a payment by the Retirement System to the Bligible Retirement Plan specified by the Distributeers

• • related Internal Revenue Service regulations applicable to governmental plans.

(d) In accordance with Section 414(<u>II</u>) of the Internal Revenue Code, if the assets and/or liabilities of the Retirement System are transferred to any other retirement system or pension plan, and this Retirement System is terminated, each member, vested former member, retirant, beneficiary, or any other person having an interest in this Retirement System shall be immediately vested in a benefit in the new retirement system or pension plan that is equal to or greater than the benefit that person would have been entitled to receive immediately before the transfer.

(e) Notwithstanding anything contained in this Plan to the contrary, effective July 1. 2009, the benefits payable under the Plan to any Participant will not exceed the amount permitted under Code Section 415 with respect to a governmental plan as defined in Code Section 414(d). The limitations of Code Section 415, as from time to time unended and adjusted, are hereby incorporated by reference. In applying such limitations, the following provisions shall apply:

(i) Without limiting the foregoing, annual adjustments to the limitations of Codes Section 415 that are made pursuant to Section 415(d) shall be taken into account in applying this Section (e): to the maximum extent permissible under \$1.415(d). Lafthe, Income Tax Regulations.

(II) For purposes of this Section (e) only, where separate governmental plans are maintained by different governmental units, such units are treated, along with the employer that adopts this plan, as a single "Employer" in accordance with the aggregation requirement under Code Section 415(f) (as modified by Code Section 415(h)), pursuant to a reasonable and good faith interpretation of the rules and definitions under Code Section 415 and Sections 414(b), (c), (m) and (o) of the Code.

(iii) Where the Participant's Employer-provided benefits (determined as of thesame age) under all plans required to be aggregated with this Plan for the purposes of Code Section 415 would exceed the limitations of Code Section 415 as applicable to a government plan, then benefits will be reduced plan by plan, until the limitations of Code Section 415 are no longer exceeded, in reverse order of the Participant's initial participation date thereunder, beginning with the plan under which the Participant's participation began most recently. If a Participant commenced participation in two or more such plans on the same date, benefits under those plans shall be reduced in alphabetical order, beginning with the plan whose name is first alphabetically.

(iv) Notwithstanding the foregoing, nothing in this Section (e) shall reduce benefits accrued by a Participant under the Plan as of December 31, 2007, pursuant to Plan provisions that were adopted and in effect before April 5, 2007, if such Plan provisions met the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of December 31, 2007 (the "Pre-Amendment Provisions"). In addition, nothing in this Section (e) shall reduce the

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system or pension plan that is equal to or greater than the benefit that person would have been entitled to receive immediately before the transfer.

- (e) Notwithstanding anything contained in this Plan to the contrary, effective July 1,*
 2009, the benefits payable under the Plan to any Participant will not exceed the amount
 permitted under Code Section 415 with respect to a governmental plan as defined in
 Code Section 414(d). The limitations of Code Section 415, as from time to time amended
 and adjusted, are hereby incorporated by reference. In applying such limitations, the
 following provisions shall apply:
- (i) Without limiting the foregoing, annual adjustments to the limitations of Code-Section 415 that are made pursuant to Section 415(d) shall be taken into account in applying this Section (e), to the maximum extent permissible under § 1.415(d)-1 of the Income Tax Regulations.
- (ii) For purposes of this Section (e) only, where separate governmental plans are maintained by different governmental units, such units are treated, along with the employer that adopts this plan, as a single "Employer" in accordance with the aggregation requirement under Code Section 415(f) (as modified by Code Section 415(n)); pursuant to a reasonable and good faithful expression of the rules and definitions under Code Section 415 and Sections 414(b), (c), (m) and (o) of the Code.
- (iii) Where the Participant's Employer-provided benefits (determined as of the same age) under all plans required to be aggregated with this Plan for the purposes of Code Section 415 would exceed the limitations of Code Section 415 as applicable to a government plan, then benefits will be reduced plan by plan, until the limitations of Code Section 415 are no longer exceeded, in reverse order of the Participant's initial participation date thereunder, beginning with the plan under which the Participant's participation began most recently. If a Participant commenced participation in two or more such plans on the same date, benefits under those plans shall be reduced in alphabetical order, beginning with the plan whose name is first alphabetically.
- (iv) Notwithstanding the foregoing, nothing in this Section (e) shall reduce-benefits accrued by a Participant under the Plan as of December 31, 2007, pursuant to Plan provisions that were adopted and in effect before April 5, 2007, if such Plan provisions met the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of December 31, 2007 (the "Pre-Amendment Provisions"). In addition, nothing in this Section (e) shall reduce the benefits that would have been accrued by a Participant under the Plan immediately prior to July 14, 2009, pursuant to the Pre-Amendment Provisions; provided, that this sentence shall apply only to the extent that such benefits would otherwise be reduced, under the provisions of Section (e) as in effect after July 13, 2009, by reason of a change in the provisions of Section (e) that was not legally required in order to comply with Section 415 of the Code or the final regulations promulgated thereunder

(v) Where an annual increase under Code Section 415(d) is made to the dollarlimitation described in Code Section 415(b)(1)(A) effective after a Participant's severance from employment with the Employer (or, if earlier, after the annuity starting date in the case of a Participant who has commenced receiving benefits), such annual increase shall apply, in calculating the limitations applicable to such Participant's benefits.

(vi) The Plan Administrator will advise affected Employees of any adjustments to their Accrued Benefit required by the limitations under this Section.

(vii) The Code Section 415(c)(3) definition of "compensation" shall include differential wage payments as described in Code Section 3401(h)(2),

The Retirement-System shall not pay any benefit that would exceed the benefit limitations for governmental plans as set forth in Section 415 of the Internal Revenue Code and regulations, as set forth in Section 415 of the Internal Revenue Code and regulations, as

4.060 Retirement ordinance; severability.

Sec. 60. If any section or part of a section of this Ordinance is for any reason held to be invalid or unconstitutional, such holding shall not be construed to affect the validity of remaining sections of the Ordinance or the Ordinance in its entirety.

4.061 Retirement Ordinance; repeal.

Sec. 61. All ordinances or other provisions of law inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

4.062 Bay County Road Commission Employees Early Retirement Incentive.

Sec. 62. Early retirement incentives shall be offered to all Road Commission employees eligible as described in this section with the exception of any incumbent member of the Board of County Road Commissioners of Bay County. The option period shall be open and extend from July 13, 1998 through August 28, 1998, and the employee's retirement date shall commence only during this period. Acceptance of this incentive shall be contingent upon submission of necessary election documents by the cligible employee in accordance with Section 35 [4.035] of this Ordinance. The offer is available only to those employees who are eligible in accordance with the following requirements: If 5 years of additional credit added toward a combination of age and years of service would have the effect of bringing an employee within normal retirement eligibility age (55 with 30 years of service, or age sixty 60 with eight 8 years of service), then up to five years of service will be added, first to the current chronological age of the employee to meet the minimum age qualification, and next, any remaining years will be added to service time to meet the years of service qualification. If this allocation of five incentive years enables any employee to meet the standard age and service requirements for a normal retirement, then that employee will have met the minimum requirements under this early retirement proposal and pension payment will be based on those requirements without reduction of pension benefits as of the date any such employee

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retires.

In accordance with the preceding terms, this retirement incentive shall be offered to both represented and unrepresented employees and shall also be extended with equal force to employees who meet normal eligibility requirements.

(Amend. adopted 6-16-98)

4.063. Retiree Health Benefits.

- (a) The eligibility for health insurance coverage, the specific health insurance coverage, the condition of which would lead to loss of coverage, and the cost to the County and the covered individuals provided after the retirement or death of a Retirant shall be as described in Bay County Retiree Health Benefit Plan.
- (b) The County's share of the cost of retiree health insurance benefits provided under this Section shall, to the extent such account has sufficient funds, be paid from the separate account as described in Section 4.064.

4.064. Health Benefit Fund. The Health Benefit Fund is the accounting fund within the Retirement System pursuant to Code Section 401(h) which shall be credited with (a) contributions by the County for the purpose of funding all or a portion of the cost of providing health insurance coverage to eligible Retirants and eligible Contingent Survivor Beneficiaries, and (b) investment experience earnings allocated to the Health Benefit Fund, and which shall be charged with all, or a portion of, applicable premiums or contract charges for such coverage. Eligibility for coverage and the portion of the premium or contract charge to be paid from the Health Benefit Fund shall be as determined in accordance with Section 4.063, Except as provided at Section 4.065, contributions to the Health Benefit Fund by the County, when added to any County contributions for life insurance protection provided by the Retirement System, shall not exceed 25% of the total actual contributions to the Retirement System (other than contributions to fund past service) for all years since the Health Benefit Fund has been in effect and shall be reasonable and ascertainable. Amounts allocated to the Health Benefit Fund may only be used for Retiree Health Benefits described in Section 4.063 and in the Bay County Retiree Health Benefit Plan, and may not be used for any purpose other than providing such Retiree Health Benefits or until the satisfaction of all liabilities under Section 4.063, at which time any amount remaining in the Health Benefit Fund shall be returned to the County. Amounts in the Health Benefit Fund shall be allocated to separate 401(h) subaccounts which shall be established for any key employee of the County (as defined in Code Section 416(1)(1)) of the County, and benefits may be paid only from such key employee's subaccount. The County shall not contribute any amounts to the Health Benefit Fund or a wolfare benefit fund (as defined in Code Section 419(e)(1)) with respect to Qualified Current Retirco Health Liabilities as defined in Code Section 420(e)(1)(A) for which transferred assets are required to be used as described in Section 4.065(a)(3) below.

4.065. Code Section 420 Transfer of Excess Assets to the Health Benefit Fund.

(a) Effective September 30, 2001, in addition to contributions made directly by the County under Section 4.064, the Health Benefit Fund may be funded by a "Qualified Transfer" of "Excess Assets" of the Retirement System to the Health Benefit Fund. "Excess Assets" means those assets in excess of the Retirement System's (i) full funding limit; or (ii) 125 percent of the Retirement System's current liability (as described in Code Section 412(c)(7)(B). The "Qualified Transfer" of assets does not otherwise count against the limits on County contributions described in Section 4.064 to the Health Benefit Fund. The "Qualified Transfer" of excess assets is subject to the requirements described below:

(i) Limitation on Number of Qualified Transfers Per Taxable
Year. No more than one transfer of excess assets under this Section 4.065
during a taxable year of the County; PROVIDED that in no event shall any such "Qualified Transfer" be made after December 31, 2005.

- transferred from the Retirement System to the Health Care Fund shall not exceed the amount reasonably estimated to be paid during the tax year of the transfer for "Qualified Current Retiree Health Liabilities" as defined in Code Section 420(e)(1)(A). The amount to be transferred shall be reduced by the ratio of (i) assets (as of December 31 preceding the Plan Year of the transfer) previously set aside to pay for the Qualified Current Retiree Health Liabilities (as defined in Code Section 420(e)(1)(B)(i)), to pay for the Qualified Current Retiree Health Liabilities, to (ii) the present value of the Qualified Current Retiree Health Liabilities for all plan years (as defined in Code Section 420(e)(1)(B)(ii)). In the event the amount transferred exceeds the amount used to pay Qualified Current Retiree Health Liabilities, the excess (including income thereon) shall be returned from the Health Benefit Fund to the Retirement System.
- (iii) Use of Transferred Assets. Any assets (and any income allocable thereto) of the Retirement System transferred to the Health Benefit Fund shall be used only to pay reasonably estimated Current Retiree Health Liabilities (other than liabilities of key employees not taken into account under Section 420(e)(1)(D)) for the taxable year of the transfer. For purposes of this section, any amount paid out of the Health Benefits Fund shall be treated as first being paid out of Excess Assets transferred to the Health Benefit Fund pursuant to this Section 4.065 and income thereon.

(iv) Accelerated Vesting Requirement.

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- 1. An Employee who is a Member in the Retirement System on the date of the transfer shall be 100% vested on the date of the Qualified Transfer in his then currently accrued benefit in the Retirement System, in the same manner as if the Plan had terminated immediately before the Qualified Transfer.
- 2. A Member who separated from service at the County during the one-year period ending on the date of the Qualified Transfer shall be 100% vested in his then currently accrued benefit as if the Plan had terminated immediately before his separation from service.

A Member who vests in an accrued benefit under this Section 4.065 shall
nonetheless be subject to the vesting requirements of Section 4.028 with
respect to future benefit accruals in the Retirement System. A Member who
becomes vested pursuant to Section 4.065(iv)(2) above, has been paid his
Accumulated Member Contributions and has accordingly forfeited his
Credited Service, shall have his accrued benefit based upon his previously
forfeited Credited Service retroactively reinstated and vested; provided that
the vested accrued benefits so reinstated and vested shall be reduced by the
actuarial equivalent of his Accumulated Member Contributions previously
paid to him.

- (v) Maintenance of Applicable Employer Retiree Health Costs. As more fully set forth at Section 3.1A of the Bay County Retiree Health Benefits Plan, in the event of a Qualified Transfer, the County shall maintain levels of Applicable Employer Retiree Health Costs during the Cost Maintenance Period, as such terms are defined in Section 3.1A of the Bay County Retiree Health Benefits Plan.
- (vi) Key Employees Excluded. Assets transferred to the Health Benefits Fund cannot be used to pay the retiree health benefits of any participant who was a Key Employee (within the meaning of Code Section 416(i)(11) at any time during the Plan Year ending within the tax year of the County in which the Qualified Transfer was made. If an employee is a key employee with respect to any Plan Year, such employee shall not be taken into account in computing Qualified Current Retiree Health Liabilities for such taxable year, or in calculating Applicable Employer Retiree Health Costs during the Cost Maintenance Period as such terms are defined in Section 3.1A of the Bay County Retiree Health Benefit Plan.
- (vii) Limitation of County Deductions. The County shall not be entitled to a deduction for amounts transferred to the Health Benefit Fund or where amounts are used from the Health Benefit Fund to pay retirce health

43 IRC Amendments, 2010; As010877As010877AS010877AS010877AS010877AS010877AS010877AS010877AS010877AS010877AS01087

-41-

| | benefits which otherwise would have been deductible in a tax year had the expenses been paid directly by the County. |
|-----------------------------|--|
| (b) | State Law Limitations. Notwithstanding anything to the contrary in this Retirement Ordinance, excess amounts transferred under Section 4.065, "Limit on Amount of Transfer" shall not exceed state law limitations as set forth in Michigan Compiled Laws Annotation (MCLA) 38.571 which section is incorporated by reference in this Bay County Employees Retirement System Ordinance. |
| 4,06 Section 420 Act. | 6. Cashouts of Accelerated Vested Accrued Benefit Pursuant to a Code O Transfer under Section 4.065 or Pursuant to the Reciprocal Retirement |
| <u>(a)</u> | This Section 4.066 shall only apply to a Member who becomes vested in his * accrued benefit - |
| | (i) pursuant to a Qualified Transfer under Section 4.065; or |
| | (ii) by reason of the Reciprocal Retirement Act. |
| This Section with the Ge | n shall not apply to any Member who completes 8 years of Credited Service unty, Upon termination of such a Member's employment, the following shall apply: |
| <u>{b}</u> | Involuntary Cashout—under (a)(i), with termination after 2002, or under (a)(ii) any time. This Section 4.066(b) shall apply to (i) a Member described in 4.066(a)(i) whose employment with the County terminated after 2002, or (ii) to a Member described in 4.066(a)(ii). If the present value of the vested normal Retirement Benefit of a Member described in (a)the preceding sentence is \$7,000 or less, then the Retirement System Administrator shall pay an immediate lump sum distribution of the greater of: |
| | (i) the present value of such Member's vested normal Retirement. Benefit, or |
| | (ii) his Accumulated Member Contributions, |
| | and such Member's Credited Service and all rights to any further benefits of the Retirement System shall be forfeited. |
| <u>1</u> | 44 RC Americans. 2010 As010377As010877As010877As010877As010877As010877As010879 |

(c) Involuntary Cashout under (a)(i), with termination before 2003. This

Section 4.066(c) shall apply to a Member described in 4.066(a)(i) whose employment with the County terminated before 2003. If the present value of (x) the vested normal Retirement Benefit of a Member described in the preceding sentence minus (y) the amount of Accumulated Member Contributions actually paid to such Member upon termination of employment with the County (the "Net Remaining Benefit") is \$7,000 or less, then the Retirement System shall pay an immediate lump sum distribution of the Member's Net Remaining Benefit, and such Member's Credited Service and all rights to any further benefits of the Retirement System shall be forfeited.

In the case of a Member described in the first sentence of this Section 4.066(c) whose Accumulated Member Contributions were not paid to such Member upon termination of employment with the County, such Member will be treated under Section 4.066(b) as if he terminated employment after 2002.

- (ed) Voluntary Cashout under (a)(i) with termination after 2002, or under (a)(ii) any time. This Section 4.066(d) shall apply to (i) a Member described in 4.066(a)(i) whose employment with the County terminated after 2002, or (ii) to a Member described in 4.066(a)(ii). If the present value of the vested normal Retirement Benefit of a Member described in (a)the preceding sentence is more than \$7.000 and less than or equal to \$10.000, then such Member may elect to receive his benefits in an immediate lump sum distribution. In such event, the Retirement System Administrator shall pay an immediate lump sum distribution of the greater of:
 - (i) the present value of such Member's vested normal Retirement · Benefit, or
 - (ii) his Accumulated Member Contributions,

and such Member's Credited Service and all rights to any further benefits of the Retirement System shall be forfeited.

If such Member elects not to receive an immediate jump sum distribution, he shall be treated as a Vested Former Member entitled to a deferred Retirement Benefit in accordance with Sections 4,036(b) and 4.039.

(e) Voluntary Cashout under (a)(i) with termination before 2003. This Section 4.066(e) shall apply to a Member described in 4.066(a)(i) whose employment with the County terminated before 2003. If the present value of

45

IRC Amendments, 2010 As010877As010877As010877As010877,docaS010877AS010877AS010877

(x) the vested normal Retirement Benefit of a Member described in the preceding sentence minus (y) the amount of Accumulated Member Contributions actually paid to such Member upon termination of employment with the County (the "Net Remaining Benefit") is more than \$7,000, then such Member may elect to receive his Net Remaining Benefit in an immediate lump sum distribution. If such an election is made, the Retirement System shall pay an immediate lump sum distribution equal to the Member's Net Remaining Benefit, and such Member's Credited Service and all rights to any further benefits of the Retirement System shall be forfeited.

If such Member elects not to receive an immediate lump sum distribution under this Section 4.066(e), he shall be treated as a Vested Former Member entitled to a deferred Retirement Benefit actuarially equivalent to his Net Remaining Benefit.

In the case of a Member described in the first sentence of this Section 4:050(c) whose Accumulated Member Communions were not paid to such Member upon termination of employment with the County, such Member will be treated under Section 4.066(d) as if he terminated employment after 2002.

- (d) Other Members. If the present value the vested normal Retirement Benefit of a Member described in (a) is more than \$10,000, such Member shall be treated as a Yested Former Member entitled to withdraw his Accumulated Member Contributions in accordance with Section 4.030 or to receive a deferred Retirement Benefit in accordance with Sections 4.036(b) and 4.039.
 - (ef) Present Value. For purposes of the foregoing, present value shall be calculated using the interest rate for Actuarial Equivalencies described in Section 4.005(b), and shall be determined on the later of (i) the date of distribution or (ii) the date of a Qualified Transfer under Section 4.065.
 - (fg) Service Upon Reemployment. If a vested Member who received a distribution pursuant to this Section is reemployed by the County, his years of Credited Service for vesting shall be reinstated. The Credited Service which related to the distribution shall not be reinstated unless he repays to the Retirement System the benefit he received together with finterest at a rate of 7.00%1-actual earnings of the Retirement System (but not less than 0%) from the date of payment to him to the date of repayment to the Retirement Systemthe Board approves the reinstatement of Credited Service, Repayments under this Section 4.066 shall be made in accordance with Section 4.031.

If a vested Member who received a distribution pursuant to this Section becomes employed by another governmental employer, his years of Credited Service for purposes of the Reciprocal Retirement Act shall be reinstated if he repays to the Retirement System the benefit he received, together with Unterest at a rate of 7.00% actual earnings of the Retirement System (but not less than 0%) from the date of payment to him to the date e: repayment to the Retirement Systemthe Board approves the reinstatement of Credited Service. Repayments under this Section 4.066 shall be made in accordance with Section 4.033. Timing. All cashout distributions made pursuant to this Section shall be made as soon as administratively feasible following the later of: the Member's termination of employment; or (ii) the date of a Qualified Transfer under Section 4.065. This Section 4.066 shall not apply to any Member who completes 8 years of Credited Service with the County, Parts 5--14 (Reserved)

(i)

10/12/10

RESOLUTION

| BY: | WAY | S A | ND | MEA | NS COMMITTEE (1 | .0/5 | 10) | | | | | | | | |
|------------------|-------------------------------------|--|-------|-------|----------------------|-------|-------|------|---------------------|--------|-------|------|--|--|--|
| WHEREAS, | Prop | posed amendments to the Bay County Employees' Retirement Ordinance e been submitted as Bay County's retirement plan must be updated and it to the Internal Revenue Service before January 31, 2011 which enables | | | | | | | | | | | | | |
| | have | be | en s | ubn | nitted as Bay Count | y's r | etire | me | nt plan must be u | pdat | ed a | and | | | |
| | sent | to t | the I | nter | nal Revenue Servic | e be | fore | Jan | uary 31, 2011 wh | iich e | enal | oles | | | |
| | the I | RS | to c | leter | mine Bay County's | tax | qual | ifie | d status; and | | | | | | |
| WHEREAS, | Bay (| Σοι | ınty | just | demonstrate that it | ts re | tiren | nen | t plan meets requ | irem | ent | s of | | | |
| | the I | nte | ernal | Rev | enue Code and, as | a re | sult, | is | eligible to receive | cert | ain | tax | | | |
| | bene | fits | ; an | d | | | | | | | | | | | |
| WHEREAS, | Bay (| Col | unty | 's re | tirement plan must | t ope | erate | e fo | r the exclusive be | enef | it of | its | | | |
| | empl | οує | ees (| or th | eir beneficiaries, a | nd | | | | | | | | | |
| WHEREAS, | The a | am | endı | nen | ts are attached and | d ref | lecte | ed i | n italics and unde | erline | ed v | vith | | | |
| | langu | ıag | je pr | opo: | sed for elimination | cros | sed | out | ; Therefore, Be It | | | | | | |
| RESOLVED | By th | y the Bay County Board of Commissioners that the attached amendments | | | | | | | | | | | | | |
| | to the | to the Bay County Employees' Retirement System Ordinance are adopted, | | | | | | | | | | | | | |
| | with | an | eff | ectiv | /e date upon pub | licat | ion | tha | t the Ordinance | has | s be | en | | | |
| | amer | nde | ed. | | | | | | | | | | | | |
| | | | | | DONALD J. TILLE | Y, C | HAIF | ₹ | | | | | | | |
| | | | | | AND COMMIT | TEE | : | | | | | | | | |
| Retirement C | ord An | ner | ndme | ents | - IRS | | | | | | | | | | |
| MOVED BY COM | 1 | | | | | | | | | | | | | | |
| SUPPORTED BY | сомм | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| COMMISSIONER | | Y | N | E | COMMISSIONER | Υ | N | E | COMMISSIONER | Υ | N | E | | | |
| Michael J. Duran | czyk | | | | Colleen M. Maillette | | | | Brian K. Elder | ' | | | | | |
| Patrick H. Beson | on Ernie Krygler Eugene F. Gwizdala | | | | | | | | | | | | | | |
| Vaughn J. Begick | <u>. </u> | | | | Kim Coonan | L | | | Donald J. Tilley | | | | | | |
| VOTE TOTALS: | | | | | | | | | | | | | | | |

ROLL CALL: YEAS_____ NAYS___ EXCUSED_____
VOICE: YEAS____ NAYS___ EXCUSED____

DISPOSITION: ADOPTED_____ DEFEATED____ WITHDRAWN_____
AMENDED____ CORRECTED___ REFERRED_____

-46-



Memo To: Brian K. Elder, Chair, Bay County Board of Commissioners

Donald J. Tilley, Chair, Bay County Ways and Means

From:

Howard Wetters, Extension Educator, MSU Extension Bay County

Date:

September 21, 2010

Subject:

Status on Strong Families, Safe Children (SFSC 11-09004a) DHS Grant

In July 2010, the Bay County Board of Commissioners authorized MSU Extension Bay County to bid for a Department of Human Services grant called Strong Families, Safe Children to provide direct parenting education, reference Board resolution No. 2010-150.

We were recently informed that our bid was not successful, as another local service provider was awarded the grant.

This funding supported, in part, one MSU Extension educator position. No county general fund dollars will be requested to make up the \$19,016 of lost grant dollars, as the Extension educator's programing efforts will be shifted to a MSU Extension grant program. A budget adjustment against MSU Extension (10128300) will need to be done FYs 2010 and 2011. Therefore, we do request the Board to approve any budget adjustments required.

I would like to take this opportunity to thank the Bay County Board of Commissioners for supporting our ongoing efforts in providing parenting education to the residents of Bay County.

HW/id

c: Tom Hickner, County Executive
 Kim Pressnitz, Bay County Finance
 Deanna East, MSUE District 9 Coordinator

1857

BAY COUNTY
Michigan State University
Extension
Suite 301
515 Center Avenue

Bay City, Michigan 48708-5124

989-895-4026 FAX 989-895-4217 TOD 989-895-4039 msue09@msu.edu baycounty-mi.gov/MSUE

MSU is an affirmative-action, equal-opportunity employer. Michigan State University Edenston programs and materials are open to all without regard to race, color, national origin, gender, gender klentity, religion, age, height, weight, disability, political beliefs, sexual orientation, marital status, family status, or veteran status. Michigan State University, U.S. Department of Agriculture and counties cooperating.

-47-

10/12/10

RESOLUTION

| BY: | WAY: | s an | DΜ | IEAI | NS COMMITTEE (| 10/5 | /10) | | | | | |
|------------------|--------|-------|--------|---------|--------------------------|-------|-------|------|--------------------|--------|-------|-------|
| WHEREAS, | In Ju | ly 20 | 010 | the | Bay County Boa | ard o | f Co | mm | issioners, via re | solut | ion | no. |
| | 2010 | -150 | , au | tho | rized MSU Extens | ion B | ay C | oun | ty to bid for a De | part | men | it of |
| | Huma | an Se | ervio | ces | grant called Stror | g Fai | milie | s, S | afe Children to pr | ovid | e di | rect |
| | | | | | tion; and | _ | | | , | | | |
| WHEREAS, | • | _ | | | not awarded this | aran | t: an | ıd | | | | |
| WHEREAS, | • | | • | | g supported, in pa | _ | • | | Extension Educa | tor n | osiť | ion. |
| , | | | | | al fund dollars wil | | | | | • | | - |
| | | | | | s as the Extension | | | | • | | - | |
| | _ | | | | Extension grant | | | | | loi ts | YYIII | , DC |
| WHEREAS, | | | | | nent is required; | _ | - | | | | | |
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| NESCEVED | | | | - | lired as a result of | | | | | | | _ |
| | | | | | SC 11-09004a) | | | _ | ancrunuing (Suc | луг | allii | 165, |
| | Sale | CHIRC | 11 611 | (Si | DONALD J. TILLI | | | | | | | |
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| MCH CECC | ~~~~ | Du | طمما | لم ۵ ـا | | ittee | | | | | | |
| MSU - SFSC (| | | | | ijustment | | | | | | | |
| | | | | | | | | | | | | |
| SUPPORTED BY C | омм | | | | | | | | | | | |
| COMMISSIONER | | Y N | , | E | COMMISSIONER | γ | N | E | COMMISSIONER | Y | N | E |
| Michael J. Duran | czyk | | | | Colleen M. Malliette | | | | Brian K. Elder | | | |
| Patrick H. Beson | | | | | Ernie Krygier | | | | Eugene F. Gwizdala | | | |
| Vaughn J. Begick | , | | | | Kim Coonan | | | | Donald J. Tilley | | | |
| VOTE TOTALS: | | | | | | | | | | | | |
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-4/8-

BAY COUNTY Administrative Services

Michael K. Gray Assistant County Executive for Administrative Services graym@baycounty.net

515 Center Avenue Bay City, Michigan 48708

Phone (989) 895-4130 Fax (989) 895-7658 TDD (989) 895-4049 http://www.co.bay.mi.us/



Thomas L. Hickner County Executive

ANIMAL CONTROL

Michael Halstead, Manager halsteadm@baycounty.net

BUILDINGS & GROUNDS

Richard Pabalis, Superintendent pabalisr@baycounty.net

INFORMATION SYSTEMS

Robert Super, Director superr@baycounty.net

PURCHASING

Frances Horgan, Purchasing Agent horganf@baycounty.net

RECREATION

Brent Goik, Recreation & Clubhouse Supervisor goikb@baycounty.net

TO: 1

Donald Tilley

Chairperson

Ways & Means Committee

Bay County Board of Commissioners

FROM:

Michael F. Halstead

Manager, BayCounty Animal Control

DATE:

September 22, 2010

SUBJECT:

Allocation of Breeched Contract Funds

BACKGROUND: Per the Mich. State Dog Law of 1919, as amended, Bay County Animal Control is allowed to utilize funds for the education of the general public as to the value of the neutering and/or spaying of dogs and/or cats as well as the physical neutering and/or spaying of same, expenditure of said funds to be derived from Breeched Contract monies.

FINANCE & ECONOMICS: That Bay County Animal Control be authorized to utilize \$10,000 of Breeched Contract monies to bridge the monetary gap between adoptees of Animal Shelter animals medical deposits and those charges for services rendered by Bay County veterinarians.

RECOMMENDATION: Upon favorable review of Corporate Counsel, approve and endorse the utilization of Breeched Contract monies in the amount of \$10,000 for the above stated purpose. Authorize necessary budget adjustments and any and all signatures required and documentation associated with this request.

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10/12/10

RESOLUTION

| BY: | WAY | S A | ND | MEA | INS COMMITTEE (: | L0/5/ | (10) | | | | | | |
|---|--|-------|------|-------|-----------------------|----------|-------|------|--------------------|----------|------|------|--|
| WHEREAS, | S, Per the Michigan State Dog Law of 1919, as amended, Bay County Animal | | | | | | | | | | | | |
| • | | | | _ | ed to utilize funds f | | - | | | _ | | | |
| | | | | | he neutering and/ | | | | • | • | | | |
| | | | | | itering and/or spay | - | - | _ | | | | | |
| | | - | | | Breeched Contrac | - | | _ | - | | | | |
| WHEREAS, | | | | | trol Manager is reco | | | | | of Bro | eech | ned | |
| , | | | | | to bridge the mone | | | _ | | | | | |
| | | | | | medical deposits ar | - | | | • | | | | |
| | | | | | erinarians; Therefo | | | | | | | • | |
| RESOLVED | • | | • | | County Board of | - | | ione | ers approves and | d er | dor | ses | |
| utilization of Breeched Contract monies, in the amount of \$10,000, to bridge | | | | | | | | | | | | | |
| the monetary gap between adoptees of the Animal Shelter animals medical | | | | | | | | | | | | | |
| | deposits and those charges for services rendered by Bay County | | | | | | | | | | | | |
| | veterinarians; Be It Further | | | | | | | | | | | | |
| RESOLVED | · | | | | | | | | | | | | |
| | requi | ired | d or | n bel | half of Bay Count | y fol | lowii | ng I | egal review/appr | roval | ; B | e it | |
| | Final | ly | | | | | | | | | | | |
| RESOLVED | That | bu | dge | t adj | ustments required | are | appr | ove | d. | | | | |
| | | | | | DONALD J. TILLE | Y, C | HAIF | ₹ | | | | | |
| | | | | | and commi | TTE | = | | | | | | |
| | | tiliz | atio | n of | Breeched Contrac | t Fun | ıds | | | | | | |
| MOVED BY COM | 4 | | | | | | | | | | | | |
| SUPPORTED BY | COMM | | | | | | | | | | | | |
| COMMISSIONER | | Υ | N | E | COMMISSIONER | Ιγ | N | E | COMMISSIONER | Y | N | E | |
| Michael J. Duran | | _ | | | Colleen M. Maillette | <u> </u> | | Ī | Brian K. Elder | <u> </u> | | | |
| Patrick H. Beson | , | | | | Ernie Krygler | | | | Eugene F. Gwizdala | | | | |
| Vaughn J. Beglc | k | | | | Kim Coonan | | | | Donald J. Tilley | | | | |
| VOTE TOTALS: | | | | | | | | | | | | | |
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| | DISPOSITION: ADOPTED DEFEATED WITHDRAWN AMENDED CORRECTED REFERRED 57) - | | | | | | | | | | | | |

BAY COUNTY Administrative Services

Michael K. Gray Assistant County Executive for Administrative Services graym@baycounty.net

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RECREATION

Brent Goik, Recreation & Clubhouse Supervisor goikb@baycounty.net

TO:

Donald J. Tilley

Chairperson, Ways & Means Committee Bay County Board of Commissioners

FROM:

Michael Halstead

Animal Control Manager

DATE:

September 28, 2010

SUBJECT:

Michigan Department of Agriculture Grant Application

REQUEST:

Approval to apply for the Michigan Department of Agriculture (MDA) Companion Animal Welfare Fund Competitive Grant; the goal of this program is to support projects that increase the number of dogs and cats that are spayed and neutered and adopted in Michigan. The deadline to apply for this grant is November 1, 2010.

BACKGROUND:

MDA is offering grants to promote certain activities related to spaying and neutering of dogs and cats. These grants are being awarded pursuant to ACT 132 of 2007, Animal Welfare Fund Act. This is the first year that Bay County has applied for this grant.

ECONOMICS:

There is no cost to the County to apply for this Grant nor are matching funds required. As a competitive grant no more that \$10,000 will be awarded to any facility depending on the number of applications received. Animal Control Intends to supplement this grant with funds from the Animal Neutering Deposit Forfeiture account which to date has a balance of \$50,000.

RECOMMENDATION:

Authorize application to Michigan Department of Agriculture for up to \$10,000 for the spaying and neutering of dogs and cats and authorize the Board Chair to sign any and all necessary documents with approval as to form by Corporation Counsel.

CC:

Thomas Hickner Michael Gray Tim Quinn Bob Redmond Marty Fitzhugh

10/12/10

RESOLUTION

| BY: | WAYS | S A | ND N | 4EAN | IS COMMITTEE (10 | /5/10 |)) | | | | | | | |
|--|---|------|-------|-------------|----------------------------|--|--------------|------|---------------------|--------|------|-------|--|--|
| WHEREAS, | WAYS AND MEANS COMMITTEE (10/5/10) The Michigan Department of Agriculture (MDA) is offering grants to promote certain activities related to spaying and neutering dogs and cats; and | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| WHEREAS, | The N | ۹D, | A Co | mpa | nion Animal Welfa | e Fu | nd C | :om | petitive Grant(s) a | ire a | war | ded | | |
| • | | | | • | | | | | • • | | | | | |
| | • | | | | port projects that in | | | | | _ | | | | |
| | | | | - | ered and adopted in | | | | _ | | | | | |
| WHEREAS, | | | | | to Bay County to a | | _ | - | | a m | atch | nina | | |
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| WHEREAS, | | | • | | grant no more th | an \$1 | 0.00 | Ωъ | vill he awarded to | anv | fac | ilitv | | |
| WITEKENS | | | • | | • | - | - | | | - | | • | | |
| depending on the number of applications received and Bay County Animal Control intends to supplement this grant with funds from the Animal Neutering Deposit | | | | | | | | | | | | | | |
| | | | | | | | | | | _ | | OSIC | | |
| RESOLVED | forfeiture account which has a current balance of \$50,000; Therefore, Be It DLVED That the Bay County Board of Commissioners authorizes application to the | | | | | | | | | | | | | |
| KESOLVED | Michigan Department of Agriculture for up to \$10,000 for the spaying and | | | | | | | | | | | | | |
| | neutering of dogs and cats; Be It Further | | | | | | | | | | | | | |
| RESOLVED | neutering of dogs and cats; Be It Further That the Chairman of the Board is authorized to execute all grant documents, | | | | | | | | | | | | | |
| KLOOLVLD | | | | | documents, on be | | | | - | | | - | | |
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| Michael J. Durano | zyk | | | | Colleen M. Malliette | | | | Brlan K. Elder | | | | | |
| Patrick H. Beson | | | | | Ernie Krygler | | | | Eugene F. Gwizdala | | | | | |
| Vaughn J. Begick | | | | | Kim Coonan | | | | Donald J. Tilley | | | | | |
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Thomas L. Hickner Bay County Executive Barbara MacGregor, RN, BSN Hearth Director

Creating A Healthy Environment For The Community

1200 Washington Avenue
Bay City, Michigan 48708
(989) 895-4003
FAX (989) 895-4014
TDD (989) 895-4049

MEMO

To: Donald Tilley, Chair, Ways and Means Committee From: Barbara MacGregor, Health Director gfietiaz---

Date: September 29, 2010

CC: Tom Hickner, Marty Fitzhugh, Joel Strasz, Tim Quinn, Crystal Hebert, and Kim Priessnitz

RE: Bay Health Plan Agreement Renewal

BACKGROUND:

Bay Health Plan (BHP) is a nonprofit corporation whose purposes include promoting, organizing, managing, and administering programs to create a system of providing or arranging health care services for low-income persons who are not covered under other public or private health care programs. The BHP Corporation contracts under a separate agreement with certain hospitals to establish a program of health care service for certain persons for who health care is not available. The Health Department provides and arranges for the provision of health care services as part of its programs, and the County provides HIPAA compliant office space to BHP at Bay County Health Department.

This is a renewal of the Agreement originally entered into on October 1, 2004. It shall begin on October 1, 2010, and will automatically renew for a term of three (3) years, expiring on September 30, 2013, unless amended by either party, per the terms of the Agreement.

FINANCE AND ECONOMICS:

The County sends intergovernmental transfers to the State of Michigan to support Indigent Care Agreement-based Disproportionate Share payments to certain hospitals (Bay Regional Medical Center). These funds are being leveraged to increase health care funding in the community and the hospital will receive a total payment of \$2.30 for every \$1.00 sent to the state.

The Bay Health Plan Corporation compensates the County for services rendered under this Agreement on a quarterly basis from October 1, 2010 through September 30, 2011. In addition, Bay County will receive \$3,500 per year from October 1, 2010 through September 30, 2011 from the Bay Health Plan for office space, computer equipment, Internet, and email access, office furniture miscellaneous support for office operation (copier, fax).

RECOMNIENDATION:

Upon review by Corporation Counsel, the Health Department recommends the renewal of the contract between the Bay Health Plan and the County be approved and signed by the Board Chair, and seeks Board approval for any necessary budget adjustments relating to this Agreement.

BAY COUNTY BOARD OF COMMISSIONERS 10/12/10 RESOLUTION

WAYS AND MEANS COMMITTEE (10/5/10)

BY:

| WHEREAS, | organi or arr | izin ang | ıg, m ging | iana hea | is a non-profit corpo ging, and administer Ith care services for | ing p pers | rogra sons | ams | to create a system | of p | rovid | ling |
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| WHEREAS, | The C Indige (Bay R | our nt (legi | nty s Care ional | ends Agre Med | ment; and intergovernmental t ement- based Dispro ical Center). These fu | portion | onate ire be | Sha Sing | are payments to cer leveraged to increas | tain l se hea | nosp alth (| itals care |
| WHEREAS, | \$1.00 The Ba Agreer addition | ser sy H ner on, | nt to flealth nt on Bay | the s n Plar a qu Cou | munity and the hospit state; and n Corporation compensuarterly basis from Oc nty will receive \$3,5 11 from the Bay Hea | sates tobei 00 p | the C r 1, 2 er ye | Coun 010 ear | ty for services rende through September from October 1, 2 | red ui 30, 2 010 | nder 2011 thro | this In ugh |
| RESOLVED | Internation (copies By the Health through | et, r, fa Ba Pla h 9 | and ax); T ay Co an (Bl 9/30/ | ema There unty HP) (13 is | il access, office furnite fore, Be It Board of Commission Corporation and Bay Co approved and the Ch | ure r ners t ounty nairm | misce that t / (Hea an of | llane the realth l | eous support for off renewal Agreement Department) for the Board authorized to | ice o betw term o exe | pera een 10/1 cute | Bay 1/10 the |
| RESOLVED | | | | | s on behalf of Bay Cou ments required are a DONALD J. TILLE AND COMMI | oprov Y, CH | /ed. IAIR | ny ie | gar review/approvar | , ве п | l Fur | uner |
| Health Dept - E | Bay Hea | alth | Plan | Agt | | 1 144 | | | | | | |
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| SUPPORTED BY CO | омм | | | | | | | | | | | |
| COMMISSIONER | | Y | N | Е | COMMISSIONER | Υ | N | E | COMMISSIONER | Υ | N | E |
| Michael J. Duranc | zyk | | | | Colleen M. Maillette | | | | Brian K. Elder | | | |
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| Vaughn J. Begick | | | | | Klm Coonan | | | | Donald J. Tilley | | | |
| VOTE TOTALS: ROLL CALL: YEA VOICE: YEA | | NA NA | YS YS | | EXCUSED | | | | | | | |
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Thomas L. Hickner Bay County Executive

O 13tt AY COUNTY Health Department

Creating A Hoe thy Environment For The Community

Barbara MacGregor, RN, BSN Health Director

> 1200 Washington Avenue Bay City, Michigan 48708 (989) 895-4003 FAX (989) 895-4014 TDD (989) 895-4049

TO:

Donald Tilley, Chair, Ways and Means Committee

FROM:

Barbara MacGregor, Health Director 7,721-4-4----

Michael Gray, Assistant County Executive for Administrative Services

DATE:

September 29, 2010

CC:

Tom Hickner, Marty Fitzhugh, Tim Quinn, Rebecca Reimann, and Robert Super

RE:

HIPAA Security Services Agreement with VIOPOINT, Inc.

BACKGROUND

The purpose of the enclosed Agreement is to assist Bay County in its management of information assets, including protected health information. VIOPOINT, Inc., is a solution provider that assists organizations with identifying, qualifying and managing risks associated with information assets. VIOPOINT, Inc., has been engaged to create a Statement of Work which outlines a suite of compliance and security services, specifically in the area of HIPAA and protection of private patient infounation.

The first phase of the project will assess network vulnerability and test external and internal assets With the implementation of the new Health Department software, utilization of laptops in the field, and use of electronic patient signature pads, VIOPOINT, Inc., will use methodologies common to the hacking community, which are widely available for both the malicious or the curious user within the County's network, to test for vulnerabilities.

The second phase of the project will review risks associated with the use and storage of electronic health information, including compliance with the HIPAA Security Rule. With the implementation of the new Health Department clinical software, as well as storage of patient information on the CherryLan system by Division on Aging, this review will provide Bay County with a current state snapshot of information security risk profile based on HIPAA. The output from the risk assessment will include several detailed reports that will assist Bay County in making informed decisions regarding the mitigation, acceptance or transference of identified risks. In addition, the HIPAA Security Rule mandates have intensive policy requirements, and VIOPOINT will review Bay County's HIPAA Security policies to ensure compliance with HIPAA standards.

FINANCIAL CONSIDERATIONS

Costs for these services are \$10,800 and will be shared between the Information Systems Department, the Health Department and the Division on Aging budgets. There are no financial considerations at this time as adequate funds exist within Department budgets to cover these costs.

<u>RECOMMENDATION</u>

Upon favorable review by Corporation Counsel, the Health Director and Assistant County Executive recommend the VIOPOINT Agreement be approved and signed by the Board Chair, and seek Board approval for any necessary budget adjustments relating to this Agreement.

10/12/10

RESOLUTION

| BY: | WAY | S A | I GN | MEA 1 | NS COMMITTEE (19 | 0/5/1 | 0) | | | | | | | |
|------------------|--|-------|---------|--------------|--------------------------------|--------|--------|-------|---|-------|-------|-----|--|--|
| WHEREAS, | WAYS AND MEANS COMMITTEE (10/5/10) The Bay County Health Department wishes to enter into an Agreement with VIOPOINT, Inc., the purpose of which is to assist Bay County in its management | | | | | | | | | | | | | |
| | VIOP | IO | NT, I | nc., 1 | the purpose of whic | h is t | o ass | ist E | Bay County in its m | anaç | jem | ent | | |
| | of inf | forr | natio | n as | sets, including pro | tecte | d he | alth | information; and | | | | | |
| WHEREAS, | VIOP | OII | NT, I | nc. is | s a solution provide | r that | assi | sts (| organizations with | iden | tifyi | ng, | | |
| | quali | fyir | ng ar | nd m | anaging risks asso | ciated | l witl | n ini | formation assets; | and | | | | |
| WHEREAS, | VIOP | OI | νΤ, Ι | nc. h | as been engaged t | o crea | ite a | Stat | ement of Work wh | ich c | outli | nes | | |
| • | a suit | te o | f cor | mplia | nce and security se | ervice | s, sp | ecif | ically in the area o | f HIP | PA a | and | | |
| | prote | ectio | on o | f priv | vate patient inform | ation | and | l | • | | | | | |
| WHEREAS, | • | | | • | hases to the project | • | | | oe undertaken by | VIO | POI | NT, | | |
| , | | | | • | st for their service | | | | • | | | - | | |
| | | | | | | | | | | | | | | |
| | Information Systems Department, the Health Department and the Division on Aging and there are no financial considerations at this time as adequate funds | | | | | | | | | | | | | |
| | exist within the Department budgets to cover the cost; Therefore, Be It | | | | | | | | | | | | | |
| RESOLVED | That the Bay County Board of Commissioners approves the HIPAA Security | | | | | | | | | | | | | |
| | Services Agreement with VIOPOINT, Inc. and authorizes the Chairman of the | | | | | | | | | | | | | |
| | | | _ | | e said Agreement | • | | | | | | | | |
| | | | | | Be It Further | | | | , | | _ | _ | | |
| RESOLVED | | | • • | • | stments relating to | this | Aare | eem | ent are approved | | | | | |
| | | | | | DONALD J. TILLE | | | | • | | | | | |
| | | | | | AND COMMI | • | | | | | | | | |
| Health Dept | - VIOF | OI | NT,] | inc. | | | | | | | | | | |
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| COMMISSIONER | : | Y | N | E | COMMISSIONER | Y | N | E | COMMISSIONER | Υ | N | E | | |
| Michael J. Duran | czyk | | | | Colleen M. Maillette | | | | Brlan K. Elder | | | | | |
| Patrick H. Beson | | | | | Ernle Krygler | | | | Eugene F. Gwizdala | | | | | |
| Vaughn J. Begic | k . | | | | Kim Coonan | | | | Donald J. Tilley | | | | | |
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Creating A Healthy Environment For The Community

Barbara MacGregor, RN, BSN Health Director

> 1200 Washington Avenue Bay City, Michigan 48708 (989) 895-4003 FAX (989) 895-4014 TDD (989) 895-4049

TO:

Donald Tilley, Chair, Ways and Means Committee

FROM:

Barbara MacGregor, Health Director

DATE:

September 29, 2010

CC:

Tom Hickner, Michael Gray, Marty Fitzhugh, Tim Quinn, Crystal Hebert, Kim Priessnitz,

Joel Strasz, Marilyn Laurus, Melissa Maillette

RE:

FY 2010-2011 Comprehensive Planning, Budgeting and Contracting Agreement (CPBC)

BACKGROUND

The purpose of the enclosed FY 2010-2011 CPBC Agreement between Bay County ("Contractor") and the MDCH ("Department") is to set forth a joint and cooperative Contractor/Department relationship and basis for facilitating the delivery of public health services to the citizens of Bay County, as described in the Agreement's Output Measures and Annual Budget, established Minimum Program Requirements, and all other applicable Federal, State and Local laws and regulations pertaining to the Contractor and the Department. Public health services to be delivered under this agreement include Local Public Health Operations (LPHO) and Categorical Programs as specified in the Agreement. This Agreement shall commence on October 1, 2010 and continue through September 30, 2011.

FINANCIAL CONSIDERATIONS

In accordance with the Funding/Reimbursement Matrix, the total proposed State budget and amount committed for this period for the program elements covered by this Agreement is \$1,172,512 pending enactment of the FY 10/11 MDCH Appropriation Bill. Any subsequent allocation changes will be made in Amendment #1.

RECOMMENDATION

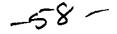
Upon favorable review by Corporation Counsel, the Health Department recommends that FY 10/11 CPBC Agreement be approved and signed by the Board Chair, and seeks Board approval for any necessary budget adjustments relating to this Agreement.

RESOLUTION

| BY: | WA۱ | YS / | ٩ND | ME | ANS COMMITTEE | (10/5) | /10) | | | | | |
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| | • | | | | unt committed for thi | • | | | . • | | | |
| | • | | • | | nt is \$1,172,512, pe | endir | ng ei | naci | tment of the FY 1 | 0/11 | ML | CH |
| | | • | | | ll; and | | | | | | | |
| WHEREAS, | • | | sequ | uent | allocation changes | will b | e ma | ade | in Amendment#1 | ; The | eref | ore, |
| | Be II | t | | | | | | | | | | |
| RESOLVED | By th | ne E | Bay (| Coun | ity Board of Commi | ssior | ners | that | the Agreement b | etwe | en | Bay |
| | Cou | nty | and | the N | Michigan Departme | nt of | Con | าmเ | ınity Health for the | e del | iver | y of |
| | publ | ic h | ealt | h se | rvices under the C | Comp | orehe | ensi | ve Planning, Bud | lgeti | ng | and |
| | Con | trac | t (C | CPB | C) Process for t | he | perio | bd | October 1, 20° | 10 t | hro | ugh |
| | Sept | tem | ber | 30, | 2011 is hereby ap | prov | ed a | and | the Chairman of | the | Вс | ard |
| | auth | oriz | ed to | о ехе | ecute said Agreeme | ent a | nd re | elate | ed documents, foli | lowin | ıg le | ∍ga |
| | revie | ew/a | appre | oval; | Be It Further | | | | | | • | |
| RESOLVED | That | an | v bu | daet | adjustments relatir | ıa to | the . | Aar | eement are appro | ved. | | |
| | | | • | | BRIAN K. ELDEF | • | | _ | • • • | | | |
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| COMMISSIONER | l | Υ | N | E | COMMISSIONER | Y | N | E | COMMISSIONER | Υ | N | E |
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| Michael J. Duranczyk | | Colleen M. Maillette | | _ | Brian K. Elder | _ | |
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| Patrick H. Beson | | Ernle Krygler | | | Eugene F. Gwizdala | | |
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| VOTE TOTALS: | | | | | | | |
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| VOICE: | YEAS | NAYS EXCUSE | |
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| | | | WITHDRAWN REFERRED |



BAY COUNTY MOSQUITO CONTROL

810 Livingston Bay City, Michigan 48708

TOM PUTT, MANAGER puttt@baycounty.net

Phone (989) 894-4555 Fax (989) 894-0526 TDD (989) 895-4049 http://www.baycounty-mi.gov

LAURA OGAR, DIRECTOR ogarl@baycounty.net

Community Initiatives
Geographic Information Systems
Gypsy Moth Suppression Program
Mosquito Control
Transportation Planning

TOM HICKNER
County Executive

To: Commissioner Don Tilley, Chairman

Ways and Means Committee

From: Thomas J. Putt, Manager

Bay County Mosquito Control

Date: September 28, 2010

Re: Placement on Ways and Means Committee Agenda

BACKGROUND:

Our aerial treatment program is the most important larvaciding activity conducted annually with the single highest control cost. This year we successful treated 33,814 acres of seasonal flooded woodlots. Aerial treatment program was bid out in late 2008. Earl's Spray Services from Breckenridge, MI was the lowest qualified bidder for 2009 & 2010 treatment season. This company did a satisfactory treatment program. Jake Baker, owner of Earl's Spray Service, indicated that he would extend the current contract with all the terms and conditions for the next two years.

FINANCE:

The total cost of the aerial treatment services will not exceed the 2011 budget line item 802.00 (contractual services). The rate would be \$3.75 an acre.

RECOMMENDATION:

I would recommend extending the contract with Earl's Spray Services for the next additional two years (2011 -2012). This would stabilize the cost of a very important part of our treatment program and help with our tight budget for the next two years. Thank you for your consideration.

cc: Tom Hickner Mike Gray Laura Ogar Marty Fitzhugh

10/12/10

RESOLUTION

| BY: | WAY | S F | AND | MEA | ANS COMMITTEE (| 10/5 | /10) | | | | | |
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| | for t | he 2 | 2009 | and | d 2010 treatment s | easo | n an | d th | is company did a | satis | fact | ory |
| | treat | me | ent p | rogr | am; and | | | | | | | |
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| | curre and | ent | con | tract | with all the terms | and | cond | litio | ns for the next two | 0 (2) | yea | ars; |
| WHEREAS, | The | tota | al co | st (s | \$3.75/acre) of the | aeria | al tre | eatm | nent services will | not | exc | eed |
| | the 2 | 201 | 1 b | ıdge | t line item; There | ore, | Be I | t | | | | |
| RESOLVED | That | th | е Ва | ау С | ounty Board of C | omm | issio | ner | s approves exten | sion | of | the |
| | cont | rac | t wit | h Ea | arl's Spray Services | s for | the | next | two years (2011 | and | 1 20 | 12) |
| | with | the | e cui | rent | terms and condit | ions; | Be I | lt Fι | ırther | | | |
| RESOLVED | That | th | e Ch | airm | nan of the Board is | auth | noriz | ed t | o execute the all | doc | ıme | ents |
| | requ | ire | d to | facil | itate this contract | exte | nsior | า; B | e It Finally | | | |
| RESOLVED | That | bu | idge | t adj | justments, if requi | red, a | are a | appr | oved. | | | |
| | | | | | DONALD J. TILL | • | | R | | | | |
| | | | | | AND COMM | | Ē | | | | | |
| Mosq Contro | | | | 2 Ae | rial Spraying Cont | ract | | | | | | |
| SUPPORTED BY | сомм. | | | | <u>.</u> | | | | | | | |
| COMMISSIONE | R | Υ | N | E | COMMISSIONER | Y | N | E | COMMISSIONER | Υ | N | E |
| Michael J. Dura | nczyk | | | | Colleen M. Maillette | | | | Brian K. Elder | _ | | |
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-60 -

BAY COUNTY Administrative Services

Michael K. Gray
Assistant County Executive for
Administrative Services
graym@baycounty.net

515 Center Avenue Bay City, Michigan 48708

Phone (989) 895-4130 Fax (989) 895-7658 TDD (989) 895-4049 http://www.co.bay.mi.us/



Thomas L. Hickner County Executive

ANIMAL CONTROL Michael Haistead, Manager halsteadm@baycounty.net

BUILDINGS & GROUNDS

Richard Pabalis, Superintendent pabalisr@baycounty.net

INFORMATION SYSTEMS

Robert Super, Director superr@baycounty.net

PURCHASING

Frances Horgan, Purchasing Agent horganf@baycounty.net

RECREATION

Brent Goik, Recreation & Clubhouse Supervisor goikb@baycounty.net

TO:

Donald J. Tilley

Chairperson, Ways & Means Committee Bay County Board of Commissioners

FROM:

Frances A. Horgan

Housing Rehabilitation Coordinator

DATE:

September 28, 2010

SUBJECT:

Housing Rehabilitation Additional Grant Funding Sources

REQUEST:

Approval for the County to utilize a funding source from Michigan State Housing Development Authority (MSHDA): Property Improvement Program (PiP) Plus funds. Any county that has an open CDBG County Allocation Grant from MSHDA can access CDBG funds from the PIP-Plus fund. The PIP-Plus funds must be used in conjunction with the MSHDA Property Improvement Loan Program (PIP).

BACKGROUND;

The Office of Community Development (OCD) offers a program combining Community Development Block Grant (CDBG) funds with PIP funds. This PIP Plus program was created to provide additional project funds to County Allocation Grantees. Any county that has an open CDBG County Allocation Grant from MSHDA can access CDBG funds from the PIP-Plus fund. The PIP-Plus funds must be used in conjunction with the MSHDA Property Improvement Loan Program (PIP). The PIP part of this program is a loan, not a grant. Any PIP-Plus funding draws will be requested through Roscommon County.

Benefits:

- The PIP-Plus program provides low-interest loans for the repair, improvement and rehabilitation of existing housing allowing the County to assist more homeowners than with our current CDBG funds.
- MSHDA will pay administration of 10% or up to \$2,000 administration for each PIP-Plus loan processed and this can be returned to the Housing Rehabilitation budget allowing the County to assist more homeowners with their needs.

Bay County, through the Recreation and Administrative Services Department, will be responsible for the general oversight of the PIP-Plus Program. Bay County will continue to utilize Bay Area Housing, Inc for the day to day administration of the program.

ECONOMICS:

There is no funding requirement for the PIP-Plus. The PIP part of this program is a loan, not a grant. PIP-Plus loans are forgivable after 5 years and do not require monthly payments. However if the property ceases for any reason to be the Borrower's principal place of residence, the Borrows shall repay the lender.

RECOMMENDATION:

Authorize the County to offer PIP-Plus loans and to begin working with Bay Area Housing Inc. to offer loans through Roscommon County and authorize the Board Chair to sign any and all necessary documents with approval as to form by Corporation Counsel.

cc: Thomas Hickner Michael Gray Tim Quinn Bob Redmond Marty Fitzhugh Brenda Christian

10/12/10

RESOLUTION

| BY: | WAY | S A | ND | MEA | NS COMMITTEE (| 9/21, | /10) | | | | | |
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| WHEREAS, | The admi | Ba _\ inis | / Co trati | unty on o | Board of Commis of 10% or up to \$2, y County; and | sione | ers u | nde | rstands that MSH | DA v | | |
| WHEREAS, | requ | ire | the | PIP | , Board of Commi Plus funding drav Ore, Be It | | | | | | | |
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| | Bay (| Coi | inty | Hou | sing Rehabilitation | Coor | dina | tor, | to administer PIP | -Plu | s fui | nds |
| | in pa | irtn | ersh | nip w | ith Roscommon C | ounty | /. | | | | | |
| | | | | | DONALD J. TILL | EY, C | HAIF | ₹ | | | | |
| | | | | | AND COMM: | TTE | = | | | | | |
| MSHDA-Add MOVED BY COM | | t Fi | undi | ng S | ources | | | | | | | |
| SUPPORTED BY | сомм. | | | | · | | | | | | | |
| COMMISSIONE | R | Υ | N | E | COMMISSIONER | Y | N | E | COMMISSIONER | Υ | N | E |
| Michael J. Dura | nczyk | | | | Colleen M. Malllette | | | | Brian K. Elder | | | |
| Patrick H. Beson | n | | | | Ernie Krygier | | | | Eugene F. Gwizdala | | | |
| Vaughn J. Beglo | ck | | | | Kim Coonan | | | | Donald J. Tilley | | | |
| VOICE: Y | EAS | _ | NAYS | | EXCUSED EXCUSED ATED WITHDRAW | 'N | | | | | | |
| | | | | | CTED REFERRED | | | | | | | |

Thomas L. Hickner
Bay County Executive

BAY DIVISION ON AGING

FAX (989) 895-4094
TDD (989) 895-4049
Web Site: www.co.bay.mi.us
E-mail: divonaging@baycounty.net

Rebecca Carlson Reimann Director

Bay County Building 2nd Floor, Suite 202 615 Center Avenue Bay City, MI 48708-5123 (989) 895-4100 Toll Free (877) 229-9960

TO:

Ways and Means Committee

FROM:

Becky Carlson Reimann

SUBJ:

Grant request to Bay Area Community Foundation

DATE:

September 28, 2010

Background:

The Bay Area Community Foundation is accepting applications for funding for the project year that begins in January 2011. One of the funds, the Community Initiative Fund, will allow some portion of their grants to address program sustainability. Under this provision, applicants can request funding to reinstate funding that may have been reduced due to the current economy.

Financial Implications:

The Division on Aging downsized work schedules for permanent Personal Care Aides and permanent homemaking staff this past fiscal year. These reductions were necessary to balance the budget for 2010. We are submitting a request for \$10,500 under the Community Initiative Fund. If approved, we would be able to expand the weekly work schedule for two Personal Care Aides and seven Homemakers. This will reduce the waiting list for homemaking, and will enable us to serve some additional clients under the new funding. There is no local cash match requirement, and the proposed project period is from January 2011 through September 30, 2011.

Recommendation:

I am recommending that the Bay County Board of Commissioners approve the submission of the grant request entitled "Personal Care and Homemaking: Restoring Services" to the Bay Area Community Foundation for consideration under the Community Initiative Fund in the amount of \$10,500, and that the Board Chair be authorized to sign any grant award agreements, subject to review and approval by Corporation Counsel. All budget adjustments related to the receipt of this grant are approved.

ce: Barb MacGregor Marty Fitzhugh Paul Paballs Eric Boks Crystal Hebert Kim Priessnitz

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10/12/10

RESOLUTION

| BY: | WAYS AND MEANS COMMITTEE (10/5/10) | | | | | | | | | | | |
|--|---|------|------|-----|--------------------------------|------|------------------|-----|------------------|------|--------|------|
| WHEREAS, | | | | | | | | | | | | |
| | Personal Care and Homemaking Services to senior citizens in Bay County; and | | | | | | | | | | | |
| WHEREAS, | The resources to provide these services has been reduced from the level of | | | | | | | | | | | |
| , | service provided in fiscal year 2009; and | | | | | | | | | | | |
| WHEREAS, | The Bay County Division on Aging has developed a grant request to submit | | | | | | | | | | | |
| ŕ | to the Community Initiative Fund through the Bay Area Communi | | | | | | | | | | nity | |
| | Foundation which will allow additional funding for program sustainabilit | | | | | | | | | | oility | for |
| Personal Care and Homemaking; and | | | | | | | | | | | | |
| WHEREAS, | AS, The Bay County Division on Aging can identify certain clients with hig | | | | | | | | | nigh | | |
| | medical bills to be the recipients of the additional services that would | | | | | | | | | be | | |
| available to if the grant request in the amount of \$10,500 is appro | | | | | | | | | prov | ed; | | |
| | Therefore, Be It | | | | | | | | | | | |
| RESOLVED | | | | • | unty Board of Com | | | | • • | | _ | |
| | | _ | | | Bay Area Commu | nity | Fou | nda | tion through its | Com | ımuı | nity |
| MOVED BY COM | Initia | itiv | e Fu | ınd | | | | | | | | |
| MOVED BY COM | ท | | | | | | | | | | | |
| SUPPORTED BY | COMM | | | | | | | | - | | | |
| COMMISSIONER | | Υ | N | Е | COMMISSIONER | Y | N | E | COMMISSIONER | Y | N | E |
| Michael J. Duranczyk | | | | | Colleen M. Maillette | | | | Brian K. Elder | | | |
| Patrick H. Beson Ernie Krygler Eugene F. Gwizdala | | | | | | | | | | | | |
| Vaughn J. Begick Kim Coonan Donald J. Tilley | | | | | | | Donald J. Tilley | | | | | |
| VOTE TOTALS: | | | | | | | | | | | | |
| ROLL CALL: YEAS | | | | | EXCUSED EXCUSED | | | | | | | |
| VOICE: YI | :A3 | _ | NATO | | | | | | | | | |
| | DOPTEE ENDED_ | | | | ATED WITHDRAW CTED REFERRED | N | | | | | | |

BAY COUNTY DRAIN COMMISSIONER

JOSEPH RIVET rivetj@baycounty.net

515 CENTER AVENUE, SUITE 601 BAY CITY, MICHIGAN 48708-5127 drainoffice@baycounty.net PHONE (989) 895-4290 FAX (989) 895-4292 TDD (989) 895-4049 (HEARING IMPAIRED)

September 29, 2010

Cindy Luczak
Bay County Clerk
Bay County Building
Bay City, Michigan 48708

Re:

2010 Assessment Rolls

Dear Ms. Luczak:

Enclosed herewith please find the Assessment Rolls for 2010 which must be adopted by the Board of Commissioners at their October session. Please ensure that these items are put on the agenda for proper action. By copy of this letter to Deanne Berger, I am requesting this be placed on the board agenda for the October session.

If you should have any questions regarding this matter, please do not hesitate to contact me.

JR:cla

Enclosures

ca Deanne Berger

sep Rivet ay aunty Drain Commissioner

| BLONDIN | | | | | |
|-----------------|------|--------------------------|--------------------|----------|-----------|
| Years I of 1 | Code | Due From | A + T = + = = | Taad | Tota |
| 1011 | 29 | Bay County | At Large 267.70 | Local | 267.70 |
| | 27 | MDOT | 161.25 | | 161.25 |
| | | Fraser Township | 776.80 | 3,794.25 | 4,571.05 |
| | | DRAIN TOTAL | 1,205.75 | 3,794.25 | 5,000.00 |
| CAMPREE J. | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| 1 of 1 | 42 | Bay County | 250.00 | = | 250.00 |
| | | Beaver Township | 350.00 | 183.84 | 533.84 |
| | | DRAIN TOTAL | 600.00 | 183.84 | 783.84 |
| COLE | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| I of 1 | 50 | Bay County | 375.00 | | 375.00 |
| | | Huron & Eastern Railroad | 253.50 | | 253.50 |
| | | MDOT | 849.75 | | 849.75 |
| | | Monitor Township | 750.00 | 5,271.75 | 6,021.75 |
| | | DRAIN TOTAL | 2,228.25 | 5,271.75 | 7,500.00 |
| COUNTEGAN | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| 1 of 1 | 56 | Bay County | 469.00 | | 469.00 |
| | | MDOT | 194.50 | | 194.50 |
| | | Merritt Township | 750.00 | 3,586.50 | 4,336.50 |
| | | DRAIN TOTAL | 1,413.50 | 3,586.50 | 5,000.00 |
| FISCHER | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| 1 of 1 | 98 | Bay County | 550.00 | | 550.00 |
| | | Monitor Township | 1,650.00 | 8,800.00 | 10,450.00 |
| | | DRAIN TOTAL | 2,200.00 | 8,800.00 | 11,000.00 |
| HADD | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| 1 of 1 | 120 | Bay County | 108.00 | | 108.00 |
| | | Lake State Railway | 66.00 | | 66.00 |
| | | Kawkawlin Township | 313.40 | 1,512.60 | 1,826.00 |
| | | DRAIN TOTAL | 487.40 | 1,512.60 | 2,000.00 |
| NWOTNAIDNI | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| 1 of 1 | 137 | Bay County | 750.00 | | 750.00 |
| | | Kawkawlin Township | 1,125.00 | 5,625.00 | 6,750.00. |
| | | DRAIN TOTAL | 1,875.00 | 5,625.00 | 7,500.00 |

| 2010 DRAIN ASS | ESSME | <u>nts by drain a</u> | Receivables | | |
|----------------|-------|------------------------|--------------------|-----------|-----------|
| K&R | | | | | |
| Years | Code | D F | A . T | | Tot |
| 1 of 1 | 146 | Due From Bay County | At Large 125.00 | Local | 125.0 |
| | | Fraser | 250.00 | 2,125.00 | 2,375.0 |
| | | DRAIN TOTAL | 375.00 | 2,125.00 | 2,500.00 |
| TZ V SVITLOTZ | | | | - | - |
| KAWECK | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| 1 of 1 | 148 | Bay County | 175.00 | - | 175.00 |
| | | Beaver Township | 350.00 | 2,975.00 | 3,325.00 |
| | | DRAIN TOTAL | 525.00 | 2,975.00 | 3,500.00 |
| LESPERANCE | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| 1 of 1 | 171 | Bay County | 50.25 | - | 50.25 |
| | | MDOT | 125.86 | | 125.86 |
| | | Kawkawlin Township | 490.39 | 2,833.50 | 3,323.89 |
| | | DRAIN TOTAL | 666.50 | 2,833.50 | 3,500.00 |
| MILL POND | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| 1 of 1 | 195 | Bay County | 1,250.00 | - | 1,250.00 |
| | | Monitor | 3,750.00 | 20,000.00 | 23,750.00 |
| | | DRAIN TOTAL | 5,000.00 | 20,000.00 | 25,000.00 |
| MOORE | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| 1 of 1 | 202 | Bay County | 200.00 | - | 200.00 |
| | | Fraser Township | 200.00 | | 200.00 |
| | | DRAIN TOTAL | 400.00 | | 400.00 |
| OAKWOOD | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| 1 of 1 | 212 | Bay County | 66.67 | | 66.67 |
| | | Lake State Railway | 37.20 | | 37.20 |
| | | MDOT | 27.00 | | 27.00 |
| | | Kawkawlin Township | 301,60 | 2,567.53 | 2,869.13 |
| | | DRAIN TOTAL | 432.47 | 2,567.53 | 3,000.00 |
| PASHAK | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| 1 of 1 | 218 | Bay County | 250,00 | | 250.00 |
| | | Beaver Township | 500.00 | 4,250.00 | 4,750.00 |
| | | DRAIN TOTAL | 750.00 | 4,250.00 | 5,000.00 |
| | | | | ., | -, |

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Page 2 ORIGINAL

| | 10/0/1911 | <u>NTS BY DRAIN (R</u> | CCCLVAIDICS | | |
|-----------------|-----------|-------------------------|------------------|----------------------|----------------------|
| PHILLIPS | | | | | |
| Years 1 of 1 | Code | Due From | At Large | Local | Total |
| 1 01 1 | 222 | Bay County | 100.00 | | 100.00 |
| | | Williams | 200.00 | | 200.00 |
| | | DRAIN TOTAL | 300.00 | | 300.00 |
| PINE | | | | | |
| | | | | | |
| Years | Code | Due From | At Large | Local | Tota |
| 1 of 1 | 223 | Bay County | 500.00 | - | 500.00 |
| | | Monitor | 750.00 | 3,750.00 | 4,500.00 |
| | | DRAIN TOTAL | 1,250.00 | 3,750.00 | 5,000.00 |
| SECORD | | | | | |
| Years | Code | Due From | At Large | Local | Tota |
| 1 of 1 | 267 | Bay County | 100.00 | _ | 100.00 |
| | | Monitor | 200.00 | | 200.00 |
| | | DRAIN TOTAL | 300.00 | h- | 300.00 |
| SLOAT | | | | | |
| Years | Code | Due From | At Large | Local | Tota |
| 1 of 1 | 283 | Bay County | 125.00. | | 125.00 |
| 1011 | 203 | Monitor | 250.00 | 2,125.00 | 2,375.00 |
| | | DRAIN TOTAL | 375.00 | 2,125.00 | 2,500.00 |
| CTDNI VI | | | | • | , |
| STEPHAN | | | | _ | |
| Years | Code | Due From | At Large | Local | Tota |
| 1 of 1 | 372 | Bay County | 195.84 | | 195.84 |
| | | Monitor | 590.24 | 3,213.92 | 3,804.10 |
| | | DRAIN TOTAL | 786.08 | 3,213.92 | 4,000.00 |
| ZIEGLER | | | | | |
| Years | Code | Due From | At Large | Local | Tota |
| 1 of 1 | 342 | Bay County | 383.85 | _ | 383.85 |
| | | Huron & Eastern Railway | 28.70 | | 28.70 |
| | | MDOT | 239.10 | _ | 239.10 |
| | | Frankenlust Township | 744.70 | 3,603.65 | 4,348.35 |
| | | DRAIN TOTAL | 1,396.35 | 3,603.65 | 5,000.00 |
| 1921 DREDGE CUT | | | | | |
| | Code | Due From | 1 t T 2-25 | Local | Tota |
| Years | | | At Large | LOCAL | |
| 1 of 1 | 61 | Bay County | 125.00 | 0.105.00 | 125.00 |
| | | Merritt DRAIN TOTAL | 250.00 375.00 | 2,125.00 2,125.00 | 2,375.00 2,500.00 |
| | | DRIM TOTAL | 515,00 | 4,143.00 | 2,300.00 |
| <u>.</u> | | GRAND TOTAL 8010 | 22,941.30 | 78,342.54 | 101,283.84 |
| | | | | | |

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Page 3 ORIGINAL

| 2010 DRAIN ASS | ESSME | NTS BY DRAIN (R | eceivables` |) | |
|----------------|---------------|-------------------------|-------------|-----------|------------|
| HAMPTON | | | | | |
| Years | C-1- | | | т 1 | |
| 1 of I | Code 80101 | Due From | At Large | Local | Ot1 |
| | 00101 | Bay County | 11,410.00 | | 11,410.00 |
| | | MDOT | 1,890.00 | | 1,890.00 |
| | | DRAIN TOTAL 8011 | 13,300.00 | | 13,300.00 |
| Ruigon | | | | | |
| BANGOR | a 1 | ъ. п | L. T | T 1 | m . 1 |
| Years | Code | Due From | At Large | Local | Total |
| 1 of 1 | 80104 | Bay County | 29,168.00 | | 29,168.00 |
| | | MDOT | 8,884.00 | | 8,884.00 |
| | | Bangor Township | 258,073.00 | | 258,073.00 |
| | | DRAIN TOTAL 8014 | 296,125.00 | | 296,125.00 |
| BAXMAN | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| YEAR 7 OF 8 | 90503 | Bay County | 5,469.46 | Local | 5,469.46 |
| ILINE / OI 0 | 70303 | Frankenlust Township | 157.77 | 477.89 | 635.66 |
| | | Monitor Township | 7,988.56 | 32,324.01 | 40,312.57 |
| • | | DRAIN TOTAL | 13,615.79 | 32,801.90 | 46,417.69 |
| BIS EXT | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| YEAR 3 OF 10 | 90528 | Bay County | 1,320.19 | Local | 1,320.19 |
| TEMES OF TO | 70320 | Williams Township | 2,574.37 | 11,996.09 | 14,570.46 |
| | | DRAIN TOTAL | 3,894.56 | 11,996.09 | 15,890.65 |
| | | | | | |
| DELL CREEK | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| YEAR 3 OF 8 | 90529 | Bay County | 4,665.82 | | 4,665.82 |
| | | Huron & Eastern Railway | 632.48 | | 632.48 |
| | | Williams Township | 15,137.97 | 78,227.85 | 93,365.82 |
| | - | DRAIN TOTAL | 20,436.27 | 78,227.85 | 98,664.12 |
| GOETZ | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| YEAR 4 OF 7 | 90514 | Bay County | 6,044.53 | | 6,044.53 |
| | | Frankenlust Township | 3,009.76 | 72,651.80 | 75,661.56 |
| | | DRAIN TOTAL | 9,054.29 | 72,651.80 | 81,706.09 |
| KINDELL | | | | | |
| Years | Code | Due From | At Large | Local | Total |
| YEAR 8 OF 8 | 90501 | Bay County | 482.72 | - | 482.72 |
| | | Huron & Eastern Railway | 2,637.42 | - | 2,637.42 |
| | | Williams Township | 1,538.04 | 7,353.05 | 8,891.09 |
| • | | DRAIN TOTAL | 4,658.18 | 7,353.05 | 12,011.23 |

2010 DRAIN ASSESSMENTS BY DRAIN (Receivables)

| Years Code YEAR 3 OF 3 Due From 90525 At Large Popular Popul | Tot: 974.9 9,790.5 10,765.52 Total |
|--|--|
| Monitor Township | 9,790.5 10,765.52 |
| DRAIN TOTAL 2,193.66 8,571.86 MCDONALD Years Code Due From At Large Local | 10,765.52 |
| MCDONALD Years Code Due From At Large Local | |
| Years Code Due From At Large Local | Total |
| 8. | Total |
| | |
| YEAR 9 OF 10 90518 Bay County 1,180.63 - | 1,180.63 |
| Kawkawlin Township 2,498.75 10,824.24 | 13,322.99 |
| Beaver Township 271.02 1,671.89 | 1,942.91 |
| DRAIN TOTAL 3,950.40 12,496.13 | 16,446.53 |
| SHINBINE | |
| Years Code Due From At Large Local | Total |
| YEAR 4 OF 5 90527 Bay County 510.02 - | 510.02 |
| Beaver Township 765.04 2,644.62 | 3,409.66 |
| DRAIN TOTAL 1,275.06 2,644.62 | 3,919.68 |
| STIEVE | |
| Years Code Due From At Large Local | Total |
| YEAR 4 OF 5 90526 Bay County 419.59 - | 419.59 |
| Beaver Township 629.80 3,146.92 | 3,776.72 |
| DRAIN TOTAL 1,049.39 3,146.92 | 4,196.31 |
| GRAND TOTAL 8510 60,127.60 229,890.22 | 200 017 02 |
| GRAND TOTAL 8510 60,127.60 229,890.22 | 290,017.82 |
| AUBURN | |
| Years Code Due From At Large Local | Total |
| EAR 18 OF 20 85203 Bay County | - |
| Huron & Eastern Railroad 872.39 | 872.39 |
| City of Auburn 29,032.23 | 29,032.23 |
| Williams Township 6,605.54 | 6,605.54 |
| DRAIN TOTAL 8523 872.39 35,637.77 | 36,510.16 |
| | |
| GRAND TOTAL OF 2010 ASSESSMENTS | 737,236.82 |

9/29/2010

BAY COUNTY BOARD OF COMMISSIONERS 10/12/10

RESOLUTION

| BY: | WAYS AND MEANS | COMMITTEE | /40/E/40\ |
|-----|--------------------|-----------|-----------|
| DI. | ANY 10 VIAD MEVIAO | | (10/5/10) |

RESOLVED By the Bay County Board of Commissioners that the 2010 Assessment Rolls, as submitted by the Bay County Drain Commissioner and on file in the County Clerk's Office, are hereby adopted.

DONALD J. TILLEY, CHAIR AND COMMITTEE

| Drain - 2010 Ass | essi | ment | Ro | lls | | | | | | | |
|----------------------|------|------|----|----------------------|---|---|---|--------------------|---|---|---|
| MOVED BY COMM | | | | | | | | | | | |
| SUPPORTED BY COMM | l | | | | | | | | | | |
| COMMISSIONER | Y | N | E | COMMISSIONER | Y | N | E | COMMISSIONER | Υ | N | E |
| Michael J. Duranczyk | | | | Colleen M. Malllette | | | | Brian K. Elder | | | |
| Patrick H. Beson | | | | Ernle Krygler | | | | Eugene F. Gwizdala | | | |
| Vaughn J. Begick | | | | Kim Coonan | | | | Donald J. Tilley | | | |
| VOTE TOTALS: | | | | | | | | | | | |
| ROLL CALL: YEAS | | NAYS | | EXCUSED | | | | | | | |
| VOICE: YEAS | | | | | | | | | | | |
| | | | | ATED WITHDRAW | | | | | | | |

BAY COUNTY BOARD OF COMMISSIONERS

RESOLUTION OF SUPPORT FOR THE

BAY COUNTY LIBRARY SYSTEM MILLAGE BALLOT QUESTION

The Bay County Public Library System covers all Bay County Commission Districts;

On November 2, 2010, the Bay County Public Library System will be seeking

The patrons of the Bay County Public Libraries, young and old alike, deserve

continued operation of the new and newly renovated libraries made possible

WAYS AND MEANS COMMITTEE (10/5/10)

approval of their operating millage; and

BY:

WHEREAS,

WHEREAS,

WHEREAS,

and

| | Cour | nty I | have | beer | of a Library millage n provided facilities to nent; and | | _ | | - · | - | | - |
|-------------------------------|---|--------------------|-----------------------|-------------------------|---|------------------------------|-----------------------------|-------------|---------------------|------------|-------|------|
| WHEREAS, | All rindus | ece stric | nt e s loc uppo | conc king ort for | omic development so to expand or locate in reducation, through ents in Bay County; | n Bay the s | y Cou | unty | have indicated that | t a pe | ercei | ived |
| WHEREAS, | | | | | at this community she future; Therefore, | | | s th | at we believe in ou | ırselv | /es, | our |
| Library Millage MOVED BY COMM | whole operation | ehe atin osa | arteg mi I that | d su llage t will | · | of theirs of Nove Y, C | e Ba our mber HAIF | con 2, 2 | County Public Libr | ary the | Sys | tem |
| COMMISSIONER | | Y | N | E | COMMISSIONER | Y | N | E | COMMISSIONER | Υ | N | E |
| Michael J. Duran | czyk | | | | Colleen M. Malllette | | | | Brlan K. Elder | | | |
| Patrick H. Beson | | | | | Ernle Krygler | | | | Eugene F. Gwizdala | | | |
| Vaughn J. Begici | (| | | | Kim Coonan | | | | Donald J. Tilley | | | |
| DISPOSITION: A | DOPTE | D | (| DEFEA | EXCUSED _EXCUSED TED WITHDRAWN TED REFERRED | ! | | | | | _ | |

| | | ON |
|--|--|----|
| | | |

| NO. | | | | | | | |
|-----|--|--|--|--|--|--|--|

By:

WAYS AND MEANS COMMITTEE 10/5/10

RESOLVED:

By this Board of Commissioners of Bay County, Michigan, that the following Budget Adjustments are hereby approved on 10/12/2010 and, if required, the Chairman of the Board is hereby authorized to execute any documentation necessary for said Budget Adjustments on Behalf of Bay County.

| Request Number | Fund Involved Department Involved | Favorable Impact | Unfavorable Impact | No Impact |
|-------------------|--|---------------------|-----------------------|--------------|
| 2010-10-001 | Health Department Environmental Health Activty | | | x |
| | To adjust 22161500 Health Department Environmental Health budget for Increased demand of ServSafe training among Bay County food service license establishments. | | · | |
| 2010-10-003 | Community Correction Fund Community Corrections Plan Activity | | | × |
| | To adjust Community Corrections budget to match their grant. Michigan Department of Corrections approved of these grant line item changes on 8/23/10. | | | |
| 2010-10-004 | General Fund | | | x |

To budget for the use of restricted "breeched" adoption fees in the amount of \$10,000 to be used in a program at Animal Control to pay area veterinarians to sterilize dogs and cats. "Breeched" adoption fees PA 0007, Dated May 16, 1997 allows Bay County to take these breeched adoption fees and use them to finance education and/or sterilization. The balance in this reserve as of 12/31/09 is \$51,221.

Animal Control Activity

2010-10-005

General Fund Personnel Activity \$15,631.00

To budget for mediation settlement agreement regarding EEOC charge as discussed in closed session on 9-14-10 Motion #78.

Donald J. Tilley W & M Committee

| ournal Lines | | | | |
|--------------------------|--------------|-----------------------------------|--|----------|
| Line Dig 1722161500 : | Object 67101 | Description Mister Levin 13 Flavo | in the second of | 7,00,00 |
| 2 22161500 | 72702 | BOOK SUPPLIES | | 7,000,00 |
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| • | | | | |

Additional Comments

Journal:

1 Line:

· 1

TO ADJUST 22161500 HEALTH DEPARTMENT ENVIRONMENTAL HEALTH BUDGET FOR INCREASED DEMAND OF SERV SAFE TRAINING AMOUNG BAY COUNTY FOOD SERVICE LICENSE ESTABLISHMENTS.

🗃 Budget Amendment Quick Entry

My File Edit Tools Help

Journal 2010/10. 3 Ref COMM. Desc CORRECTION Eff Date 10/12/2010

| | Line Org | Object | Description | Amount |
|---|------------|-------------|------------------------|----------|
| 1 | 1 27436400 | 全市全70500000 | TEMPORARY HELP | |
| 1 | 2 27436400 | 80201 | OUTSIDE PSYCHOLOGICA D | 3,000.00 |
| | 3 27436400 | 80201 | OUTSIDE PSYCHOLOGICA I | 1,000.00 |
| | 4 27436400 | 00108 | PROFESSIONAL SERVICE | 2,000.00 |
| 1 | 5 27436400 | 80201 | OUTSIDE PSYCHOLOGICA | 1,000.00 |

Journal Totals

Inclease 4,000,00

1,000,00 Declease

Bay County, Michigan

Additional Comments

Journal:

3 Line:

. 1

TO ADJUST COMMUNITY CORRECTIONS BUDGET TO MATCH THEIR GRANT. MICHIGAN DEPARTMENT OF CORRECTIONS APPROVED OF THESE GRANT LINE ITEMS CHANGES ON 8-23-10.

| | Journal Journal | 2010/10 4 Ref | ANIMAL Deso S | 「ERIJZED : E((Dake 10/12/2) | 010 == == == | |
|--|--------------------|---------------|---------------|---|--|-----------|
| | Journal Line | Lines Org | Object | Dascription . | I/D Amount | |
| | | 2 10110100 | 40003 | VIOTERINARIANI (1886) FUND BALANCE-RESRI | وإنال بسالتان كالمصداطية الساب المال المبيد التانات بالمالاتان | 10,009.00 |
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Record(s) updated.

Additional Comments

Journal:

4 Line:

1

TO BUDGET FOR THE USE OF RESTRICTED BREECHED ADOPTION FEES IN THE AMOUNT OF \$10,000 TO USED IN A PROGRAM AT ANIMAL CONTROL TO PAY AREA VETERINARIANS TO STERILIZE DOGS AND OR CATS. "BREECHED" ADOPTION FEES P.A. 0007, DATED MAY 16, 1997 ALLOWS BAY COUNTY TO TAKE THESE BREECHED ADOPTION FEES AND USE THEM TO FINANCE EDUCATION FOR THE PUBLIC REGARDING THE VALUE OF HAVING DOGS AND OR CATS STERLIZED AND OR STERILIZATION OF DOGS AND OR CATS. THE BALANCE IN THIS RESERVE AT 12-31-09 \$51,221.

🕙 Budget Amendment Quick Entry My file Edit Tools Help Journal Journal 2010/10 5 Ref EEOC Desc CLAIM Eff Date 10/12/2010 Journal Lines Line : Org Object i Description Amount 1710167030 OTHER FRINGE BENEFIT - 1 2 10127000 71500 SOCIAL SECURITY 1,071.00 3 10127000 71800 RETIREMENT 560,00 4 19110100 40001 **FUND BALANCE** 15,631.00

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Record(s) updated.



Additional Comments

Journal:

5 Line:

1

TO BUDGET FOR MEDIATION SETTLEMENT AGREEMENT REGARDING EEOC CHARGE NUMBER 471-2010-02319 AS DISCUSSED IN CLOSED SESSION ON 9-14-10 MOTION #78.

| Description | Res. or Motion # | 2010 Fund Balance | Fund Balance Budgeled |
|---|---------------------|-------------------------|-----------------------------|
| Unreserved/Undesignated Fund Balance or (Deficit) 12/31/2009 | | \$3,406,4 55 | . \$0 |
| Reverse previous years reserved/designated Fund Balance * | _ | \$575,501 | |
| Unreserved/Undesignated Fund Balance or (Deficit) | _ | \$3,981,956 | |
| 2010 Budgeted Surplus / (Deficit) | - | \$0 | |
| BUDGET ADJUSTMENTS POSTED IN JANUARY THROUGH SEPTEMBE | R 2010 | | |
| To budget for rollover of 2009 PO's @12/31/09* | 10-02-0661 | (\$575,501) | 575,501 |
| Rollover remaining Fds recreation act frm orig \$1000 BC/BS MI Walks prog | 10-03-0002 | (\$664) | 664 |
| Budget 10131500 for purchase Patrol Veh due to accident net Ins proceeds | 10-03-0020 | (\$14,675) | 14,675 |
| Budget for polycam system & cart at Juvenile Home for Probate Court | 10-03-0008 | (225) | 225 |
| | 10-03-0008 | (5,115) | 5,115 |
| Correct 10120200 payroll revenue s/b \$75 keyed in as \$7500 under 63700 | 10-04-0006 | (7,425) | 7,425 |
| • | 10-04-0003 | (6,000) | 6,000 |
| · | 10-04-0005 | (63,456) | 63,456 |
| | 10-05-0642 | (20,529) | 20,52 9 |
| | 10-05-0021 | . (7,324) | 7,324 |
| • • • | 10-05-0022 | 2,346 | (2,346) |
| | 10-05-0035 | . (1,211) | 1,211 |
| | 10-05-0036 | (4,969) | 4,969 |
| | 10-05-0039 | (115,000) | 115,000 |
| | 10-06-0002 | (439) | 439 |
| · · · · · · · · · · · · · · · · · · · | 10-06-0326 | (193,920) | 193,920 |
| Correct budget target reduction the reduction recorded under GF. s/b Othe | | (99) | 99 |
| • | 10-08-0005 | . 🤲 (45,000) . | 45,000 |
| Correct 2010 original budget for secondary road patrol grant | 10-08-0008 | (12,652) | 12,652 |
| Correct 2010 original budget for youth alcohol grant | 10-08-0009 | (5,815) | 5,815 |
| Budget LED - ARRA grant 10% match for General Fund | 10-08-0514 | (15,000) | 15,000 |
| Correct 2010 original budget for secondary Williams road patrol grant | 10-08-0008 | 12,020 | (12,020) |
| Correct 2010 original budget for drive safely grant | 10-08-0009 | 21,915 | (21,915) |
| · · · · · · · · · · · · · · · · · · · | 10-09-0325 | (4,000) | 4,000 |
| Increase ISD budget for Internet fees from Charter for county wide access | 10-09-0653 | (4,800) | 4,800 |
| Increase Juvenile Home for 50% of costs related to phone system. | 10-09-0654 | (4,522) | 4,522 |
| For Sheriff Dept purchase a restraint chair,50% funding from MMRMA | 10-09-0001 | (762) | 762 |
| Reduce current property taxes, personal property, industrial facility taxes | 10-09-0003 | (822,516) | 822,516 |
| | 10-09-0004 | 93,570 | (93,570) |
| Budget for one time residual cash from Mental Health Group Homes (debt) | 10-09-0005 | 717,227 | (717,227) |
| | | 0 | 0 |
| September 30, 2010 | | (1,084,541) | 1,084,541 |
| Estimated Unreserved, Undesignated Fund Balance or (Deficit) 09/30/201 | 0 , | \$2,897,415 | \$1,084,541 |

THOMAS L. HICKNER **Bay County Executive**

FINANCE DEPARTMENT Bay County Building

515 Center Avenue, Suite 701 Bay City, MI 48708-5128



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CRYSTAL A. HEBERT Assistant Finance Officer hebertc@baycounty.net

KIMBERLY A. PRIESSNITZ Budget/Grants priessnitzk@baycounty.net

TO:

Donald J. Tilley, Chairperson

Ways & Means Committee

FROM:

Crystal Hebert,

Assistant Finance Officer

RE:

Executive Directive #2007-11

DATE:

September 29, 2010

REQUEST:

Please place this memo on the October 5, 2010 agenda for your committee's information.

BACKGROUND:

On September 9, 2010, an e-mail was sent requesting departments to contact their grantor agencies to confirm their level of grant funding for the current year. As stated previously, the Finance Department would request monthly updates from these departments regarding their grant funding status and then provide a status update to your committee at your monthly meeting.

ECONOMICS:

As of the date of this missive, the following are the updates to the previous correspondence:

- 1. The state grantor agencies that have responded to department's requests indicate that funding levels for the State Grants with regard to fiscal year 2009 and/or 2010 appear to have no changes, except what is noted below:
 - Α. MSU received the following grant notice that as of October 1, 2010, the Strong Families, Safe Children (SFSC 11-09004a) DHS Grant (10128300-53900) in the amount of \$19,016 was awarded to another local service provided. MSU has provided a written response to the Ways & Means Committee regarding this issue and Bay County Extension Director Howard Wetters has been asked to attend the Ways & Means full Board meeting.

RECOMMENDATION:

To receive.

C:

Tom Hickner Michael Gray Marty Fitzhugh Klm Priessnitz Tim Quinn

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